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TRANSCRIPT OF RECORD

Supreme Court of the United States

OCTOBER TERM, 1931

No. 432

WILLIAM E. LAMB, PETITIONER,

vs.

STERLING B. CRAMER ET AL.

ON WRIT OF CERTIORARI TO THE UNITED STATES CIRCUIT COURT OF APPEALS FOR THE FIFTH CIRCUIT

PETITION FOR CERTIORARI FILED OCTOBER 3, 1931

CERTIORARI GRANTED NOVEMBER 2, 1931

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[Caption omitted]

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE DELTA DIVISION OF THE NORTHERN DISTRICT OF MISSISSIPPI.

STERLING B. CRAMER,

Plaintiff,

Versus

FLORENCE T. HOLLAND, PLANTERS NATIONAL BANK OF CLARKSDALE, PEOPLES BANK OF JONESTOWN, PLANTERS TRUST & SAVINGS BANK, BANK OF LUBA, PROGRESSIVE STATE BANK, BANK OF HOLLANDALE, PAUL HOLLAND, MARY H. HAYS, RUBY HAYS THOMPSON, PLANTERS MANUFACTURING COMPANY, BANK OF RULEVILLE, F. M. OWENS, L. C. TOWNES,

Defendants.

No. 129 In Equity.

Comes Sterling B. Cramer, a resident citizen of the City of Chicago, Cook County, State of Illinois, hereinafter called plaintiff, in this, his bill of complaint in equity as against Florence T. Holloand, a resident citizen of Clarksdale, Coahoma County, Mississippi; Planters National Bank of Clarksdale, a banking Association organized under and by virtue of the Acts of Congress of the United States of America of June 20th, 1874, with domicile in Clarksdale, County of Coahoma, State of Mississippi; and the

2 Peoples Bank of Jonestown, a banking institution organized under the laws of Mississippi, domiciled at Jonestown, Second

Court District, Coahoma County, Mississippi; the Planters Trust and Savings Bank, a banking institution organized and existing under the laws of the State of Mississippi, domiciled at Clarksdale, Second Court District, Coahoma County, Mississippi; the Bank of Lula, a banking institution organized under the laws of the State of Mississippi, domiciled at Lula, Mississippi, Second Court District, Coahoma County; the Progressive State Bank, a banking institution organized under the laws of the State of Mississippi, with domicile at Tutwiler, Tallahatchie County, Mississippi; the Bank of Hollandale, a banking institution organized under the laws of the State of Mississipi, with domicile at Hollandale, Washington County, Mississippi; Paul Holland, Mary H. Hays and Ruby Hays Thompson, all resident citizens of Hollandale, Washington County, Mississippi; the Planters Manufacturing Company, a corporation organized under the laws of the State of Mississippi, domiciled in the second Court District of Coahoma County, Mississippi; the Bank of Ruleville, a banking institution organized and existing under the laws of the State of Mississippi, with domicile at Ruleville, in Sunflower County, Mississippi; F. M. Owens, a resident citizen of the First Court District of Coahoma County, Mississippi; and L. C. Townes, a resident citizen of Clarksdale, Second Court District of Coahoma County, Mississippi; all of said parties defendant being resident citizens of the Delta Division of the Northern District of the State of Mississippi for the holding of United States Courts.

I.

Plaintiff alleges that this is an action in equity by the plaintiff, a resident citizen as aforesaid of the State of Illinois, on the one part, and the defendants, all resident citizens of

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the State of Mississippi, having their domicile and residence within the Delta Division of the District Court of the United States for the Northern District of Mississippi; and that the amount involved herein is in excess of $5000.00, exclusive of interest and costs; that this cause of action is by an assignee and owner of a judgment duly transferred to him by the Chemical National Bank, a banking Association with domicile and with resident citizenship in the City of New York, State of New York, assignor and original judgment creditor as will be hereinafter shown, and that the assignor and assignee, both before and since said assignment, are non-residents of the State of Mississippi, and that diversity of citizenship as between both assignor and assignee and all of the defendants existed both before said assignment and since said assignment, and now exists.

II.

The Chemical National Bank, aforesaid, on the 20th day of October, 1925, as appears at Minute Book 4, page 36, of the Minutes of the District Court of the United States for the Delta Division of the Northern District of Mississippi, obtained in cause No. 153 at Law a judgment against W. P. Holland of Clarksdale, Miss., said Holland being a resident citizen of the Delta Division of the Northern District of Mississippi for the holding of United States Courts as aforesaid, for the benefit of said Chemical National Bank, being a resident citizen as aforesaid with domicile in the City of New York, State of New York, for the principal sum of $36,632.78, a copy of which judgment is attached hereto, marked Exhibit "A" and prayed to be made a part hereof as if fully copied herein.

III.

Thereafter, plaintiff alleges that the said Chemical National Bank caused an execution to be issued on said judgment as against the said W. P. Holland, but that the marshal has returned said execution "Nulla Bona", not having found anything belonging to the said W. P. Holland, upon which said execution could be levied, copy of said execution, with return thereon, being herewith attached, marked Exhibit "B" and prayed to be made a part hereof as if fully copied herein.

IV.

Plaintiff alleges that on the 31st day of May, 1928, the said Chemical National Bank of New York, for value received, assigned to the plaintiff the said above named judgment by an assignment and transfer in writing, copy of which assignment is attached hereto marked Exhibit "C" and prayed to be made a part hereof as if fully copied herein, and plaintiff is now the owner of said judgment and all rights both legal and equitable thereunder.

V.

Plaintiff now shows the Court that W. P. Holland is, and has been for more than fifteen (15) years last past, the husband of the defendant, Florence T. Holland, and that the said W. P. Holland is indebted to the plaintiff in the sum hereinbefore set forth; that the said W. P. Holland is now insolvent.

VI.

Plaintiff further shows that for more that twenty years prior to June 19th, 1922, the said W. P. Hol-

land was connected with a banking institution formerly existing in this county known as the Planters Bank, Clarksdale, Mississippi, and that for more
5 than twelve years prior to the year 1920, said W. P. Holland was the President of said bank, and as such President, had sole charge of the affairs and operation thereof; plaintiff further shows that the said Holland in his managing and control of the affairs of the said bank, and of his own affairs, was a highly successful business man;

Plaintiff further shows that during the year 1920, and for many years prior thereto, the said Holland owned or controlled a majority of the stock in the Planters Bank, which stock, plaintiff alleges on information and belief, to have been highly valuable stock at said time, worth upon the open market in excess of Three Hundred Dollars ($300.00) per share, and the holdings of the said Holland being worth upon the market in excess of Fifty Thousand Dollars ($50,000.00).

Plaintiff further shows that in addition thereto the business activities of the said Holland in connection with the operation of said Planters Bank, he, the said Holland, for many years prior to the year 1920, was engaged in various and sundry investments, stock-operations and other business enterprises not necessary here to detail, except that plaintiff shows that during said period prior to 1920, the said Holland was commonly known as a large operator upon the New York and Chicago Stock Exchange and the New Orleans and New York Cotton Exchanges and the Chicago Grain Exchange, being engaged in operations upon all of such exchanges of buying and selling stock and bonds, cotton and grain and other commodities;

Plaintiff shows that during said period to the year 1920 said W. P. Holland was, as aforesaid, highly successful in his ventures and operations upon the several exchanges mentioned herein and by reason of

his industry and foresight, acquired a vast amount of property which should be subject to the debts of the said Holland by the decree of this Court; plaintiff shows that in addition to the activities of said Holland upon the said exchanges, he was connected with various and sundry local banking and other institutions organized for profit, and in each and all such institutions with which he was connected, he exercised the control thereof; plaintiff further shows that up to said year 1920, the vast majority of the property of the said Holland was invested in the stocks and bonds and other negotiable securities easily transferrable by indorsement and delivery, and that he had not to any appreciable extent, acquired holdings of lands in this and other counties of the Mississippi Delta; plaintiff alleges upon information and belief that at the beginning of said year 1920 the said Holland was an immensely rich man; because as aforesaid, of his industry and ability and that the total aggregate of his holdings and property amounted to more than Three Million Dollars ($3,000,000.00) in excess of his liability which said property as aforesaid, was invested in the stocks of sundry local corporations to some extent, and most largely invested in the stocks of great industrial corporations, whose stocks and bonds are commonly sold upon the said Exchanges; plaintiff is unable to state with any degree of accuracy definitely the amount and number of shares of stock owned by said Holland in the several corporations in which, during the time prior to 1920, he had his said immense fortune invested.

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VII.

Plaintiff further shows that during the period of time following the opening of the great war in Europe, a period of war inflation opened in this country; that prices of all products and stocks were inflated, and

that after the signing of the Armistice ending hostilities in said War in November, 1918, there swept over this country what is known as the War
7 Boom; plaintiff further shows that the community surrounding the City of Clarksdale was in the midst of said war boom and that prices of lands and the agricultural products produced in the Mississippi Delta advanced to almost unbelievable heights; that during all of said period, the said Planters Bank vastly extended its obligations in and around Clarksdale, Mississippi, and extended its loans to its borrowing customers to tremendous sums; that there was feverish activity in the purchase and resale of lands in the Mississippi Delta; that lands advanced from a value of approximately Fifty Dollars ($50.00) per acre to Two Hundred Dollars ($200.00) and Three Hundred ($300.00) Dollars per acre; plaintiff shows that it was necessary for the said Planters Bank and the said Holland in financing and furnishing the monies necessary to carry out the transactions of its customers in the purchase and sale of lands, to procure monies from foreign sources, including banks located in New York, Chicago, and other Metropolitan cities of this country; and plaintiff shows that said monies were procured by the pledge by said Planters Bank of its credit and bills receivable as collateral thereto, and that said indebtedness of said Planters Bank increased to its said several creditors so that during the first part of the year 1920, the said Planters Bank was indebted to its several creditors in an aggregate amount in excess of Fourteen Million ($14,000,000.00) Dollars; plaintiff further shows that this boom referred to following the great war burst in the first part of the year 1920 and that the conditions became gradually more serious as said year progressed; that said Holland, as the President and as a Director of the said Planters Bank, realized in the fore part of the year 1920, that the said Bank would

not be able to withstand the shock of deflation and realized that he was personally liable to the several creditors of the Bank for the debts due them,
8 because of the mismanagement of the affairs of said Bank; said Holland further realized that unless he should take some false and fraudulent means and procure by some means the transfer of his vast holdings of property, the same would become subjected to sale for the payment of the debts and liabilities as aforesaid of said Holland and especially plaintiff's debt; plaintiff also shows that at said time the said Holland realized that in addition to the sundry liabilities that he then owed to the several creditors of said Planters Bank, that he would be called upon by those banks holding the debts and obligations of the Planters Bank to personally guarantee and underwrite the payment of such obligations and that also in order to keep the said Bank operating during the year 1920 it would be necessary that he pledge his personal credit in order to borrow monies from persons and corporations to be used by him in connection with the affairs of said Bank, and at said time plaintiff alleges that also said Holland realized that unless some steps were taken that his said vast fortune might be consumed in the repayment of such obligations then existing and which might necessarily arise out of the condition then facing the said Holland, but that judgments might and would be taken against him on his indebtednesses.

VIII.

Plaintiff shows that with the circumstances as then existing, the said W. P. Holland and defendant, Florence T. Holland, then and thereupon conceived a scheme and entered into a conspiracy whereby they would transfer and place all of the property then

owned by said W. P. Holland nominally in
9 the name of the defendant, Florence T. Holland, and thereby place the same beyond the reach of your plaintiff and the other creditors of the said Holland.

Plaintiff shows that during the month of January, 1920, the said Holland was the owner of a great number of shares of stock in excess of Thirty Thousand in one of the great industrial corporations of this country known as the Texas Oil Company; that in pursuance of the scheme aforesaid and in order to place the property beyond the reach of the creditors of said Holland, he, the said Holland, caused to be sold upon the said New York Stock Exchange a great number of his shares of stock in the said Texas Oil Company, and plaintiff shows that during the month of February, 1920, he, the said Holland, received from the proceeds of the sale of his stock in the said Texas Oil Company an aggregate amount of One Million One Hundred Thirty-three Thousand Four Hundred Ten and 34/100 Dollars ($1,133,410.34); that said stock as aforesaid was sold through the brokers of the said Holland upon the said New York Exchange and the proceeds of such sale were remitted to the said Holland in Clarksdale, in this County, and were deposited by said Holland in the said Planters Bank to the credit of said Holland; plaintiff shows, however, that this constituted relatively a small part of the vast estate of said Holland.

Plaintiff further shows that the manner and means of the transfer of the said part of said property of the said Holland from himself to the defendant, Florence T. Holland, consisted in this:

That the said Holland did cause the said Planters Bank to transfer and sell sundry of its bills receivable, being the notes and obligations of its customers, payable to it, ostensibly to the defendant, Florence T.

Holland, but that the purchase price of said notes would be paid by the said W. P. Holland. So plaintiff shows that on May 19th, 1920, as an instance of the effectuation of said scheme and conspiracy, the said Holland caused the said Planters Bank, he being the President thereof, and in control of the affairs of the same, ostensibly to transfer and sell to the defendant, Florence T. Holland, sundry of the said bills receivable of the said Bank of the value of and the purchase price of One Hundred Eighty-one Thousand Two Hundred Forty-nine and 36/100 ($181,249.36) Dollars; that likewise on May 20th of said year said Holland caused the said Bank likewise obstensibly to sell to the said Florence T. Holland sundry other bills receivable of the said Planters Bank of the value of and at the purchase price of Four Hundred Twenty-five Thousand Seven Hundred Ten and 30/100 Dollars ($425,-710.30); plaintiff shows that the purchase price of said receivables was all paid out of the said account and deposit of the said W. P. Holland, and that the nominal transfer thereof to the name of the defendant, Florence T. Holland, was made with the intent, and has had the effect of, hindering, delaying and defrounding creditors in the collection of the just indebtedness due to them; plaintiff further shows that during the months of July, August, September, October, November, December, of 1920, and during the month of January, 1921, the said Holland continued to cause the said Bank ostensibly to transfer sundry of its bills receivable to the said defendant, Florence T. Holland, for the purpose aforesaid, and under the conditions aforesaid, so that plaintiff shows that during said period of time the said Holland caused the said Bank ostensibly to sell to the said defendant, Florence T. Holland, an aggregate of its bills receivable of One Million Fifty-seven Thousand Five Hundred Eighty-nine and

63/100 Dollars ($1,057,589.63); plaintiff shows that ostensibly the said Florence T. Holland proceeded to collect and/or sell the said receivables and convert the proceeds of the collection and/or sale of the same to her individual use and benefit, but plaintiff shows in equity that the proceeds of said fraudulent transfers and the re-investment thereof and the increment therefrom are subject and liable to the debts and obligations in this Court of the said W. P. Holland.

Plaintiff further shows that although the said W. P. Holland owned comparatively a small amount of real property within the jurisdiction of this Court, that at said time, he, the said Holland, did own several pieces of real property within said jurisdiction, of a highly valuable nature, and that the nominal transfers of said property to the said defendant, Florence T. Holland, was a part and parcel of the said scheme and conspiracy to divest the said Holland of all and every kind and character of property, subject to its debts and obligation, and thereby hinder, delay and defraud the creditors of the said Holland; plaintiff shows that in pursuance of said scheme and conspiracy, on May 1st, 1920, the said W. P. Holland made, executed and delivered to the defendant, Florence T. Holland, a deed of gift, which deed is recorded in Book 63, at page 142 of the land deed records of Coahoma County; Mississippi; plaintiff shows that by said deed of conveyance for the consideration of natural love and affection, the said Holland conveyed to the defendant, Florence T. Holland; the following described property in Coahoma County, Mississippi, to-wit:

That certain tract of land lying along the right bank of the Sunflower River, described as follows: Beginning at a store on the west boundary line of Section Fourteen, eight hundred sixty feet due north

of the corner of Sections Fourteen, Fifteen, Twenty-two and Twenty-three; thence south sixty degrees forty-five minutes east, three hundred forty-six feet to a point, which is the point of beginning
12 of the following described land; thence due north three hundred twenty-five feet to the center of Sunflower River; thence eastwardly following the thread of the center line of said river to the point of intersection of said center line with the north line of Second Street of the City of Clarksdale; thence south seventy-five degrees thirty minutes west two hundred eighty feet to the southeast corner of the Fire Station lot on the north side of Second Street; thence north fourteen degrees and thirty minutes west, thirty feet to the northeast corner of said lot; thence south seventy-five degrees and thirty minutes west and parallel to the north line of said Second Street sixty feet to the northwest corner of said Fire Station lot on the east line of Dorr Avenue; thence north thirty-one degrees and fifteen minutes west along the east line of Dorr Avenue, five hundred feet to a point; thence north forty-two degrees and forty-five minutes west, three hundred feet on the east line of Door Avenue; thence north thirty degrees and fifteen minutes west one hundred forty feet on the east line of Dorr Avenue; thence north one degree and forty-five minutes west two hundred feet to a point on the east line of Riverside Avenue; thence nine degrees and forty-five minutes east one hundred feet to a point on the east line of Riverside Avenue; thence north twenty-three degrees fifteen minutes east one hundred feet to a point on the east line of Riverside Avenue; thence north four degrees and forty-five minutes east five hundred eighty feet to a
13 point on the east line of Riverside Avenue; thence north twenty degrees and forty-five minutes west one hundred feet to a point in the east line of Riverside Avenue; thence north fifty-five de-

grees and fifteen minutes west one hundred feet to a point on the north side of Riverside Avenue; thence north fifty-six degrees and fifteen minutes west one hundred sixty feet to a point on the north side of Riverside Avenue; thence north seventy-seven degrees and fifteen minutes west seven hundred feet to a point on the north side of Riverside Avenue; thence north seventy-nine degrees and fifteen minutes west one hundred feet to a point on the north side of Riverside Avenue; thence north seventy-seven degrees and fifteen minutes west one hundred feet to a point on the north side of Riverside Avenue; thence north seventy-eight degrees and forty-five minutes west one hundred seventy feet to a point on the north side of Riverside Avenue; thence north seventy-eight degrees and fifteen minutes west six hundred feet to a point; on the north side of Riverside Avenue; thence north eighty-one degrees and fifteen minutes west two hundred seventy feet to a point on the north side of Riverside Avenue; thence South three degrees and twenty-five minutes west one hundred twenty feet to a point on the west side of Riverside Avenue; thence south twenty-five degrees and forty-five minutes west, three hundred feet to a point on the west side of Riverside Avenue; thence south thirty-four degrees and forty-five minutes west three hundred feet to a point on the west side of Riverside Avenue;
14 thence south thirty-six degrees and thirty minutes west two hundred forty feet to a stake on the east side of Oakhurst Avenue; which is also the point of beginning. This tract contains 41.51 acres, of which 11.71 acres is situated in Lot Twelve of Section Fourteen, 23.36 acres situated in Lot Thirteen of Section Fourteen, and 6.44 acres situated in Lot Two of Section Twenty-three, all in Township Twenty-seven, Range Four, West.

All Lots Six, containing 38.41 acres and all that part of Lot Nine, lying north of the center line of Mill

Bayou; containing 29.21 acres, except five acres heretofore conveyed to Coahoma County on May 20, 1929, by deed recorded in Book 24 at page 301 of the Record of Land Deeds in the office of the Chancery Clerk of said County at Clarksdale, Mississippi, and except three acres conveyed to M. K. Wilberger by deed dated November 21st, 1919, and not yet of record, which said three acres is described as follows: Beginning at an iron stake in the line dividing Sectional Lots Eight and Nine, about two hundred feet north of the center line of Mill Bayou; thence north along the dividing line between said Lots Eight and Nine a distance to give a frontage of two acres to an iron stake; thence west a distance to give a depth of 1½ acres to an iron stake; thence south parallel to said dividing line between said Lots Eight and Nine a distance to give a length of two acres, to an iron stake; thence east and perpendicular to the dividing line between said Lots Eight and Nine to the iron stake at the point of beginning. The total acreage herein conveyed being 67.62 acres and all being in Section Fourteen, Township Twenty-seven, Range Four West; also three acres in the southeast corner of Lot Nine north of Mill Bayou, in Section Fourteen, Township Twenty-seven, Range Four, West, more particularly described as follows: Beginning at a stake in the line dividing Lots Eight and Nine about two hundred feet from the center of Mill Bayou and north of said Bayou; thence north along the dividing line between said Lots Eight and Nine a distance to give a frontage of two acres to an iron stake; thence west a distance to give a depth of 1½ acres to a stake; thence south parallel to the dividing line between Lots Eight and Nine aforesaid to a stake; a distance to give a depth of two acres; thence east and perpendicular to the dividing line between Lots Eight and Nine to the point of beginning; also the following described property situate in the

City of Clarksdale, County and State aforesaid, to-wit, Lot One and the eastern half of Lot Two; Lot Six and the eastern half of Lot Five, all in Block Sixteen in Oakhurst Subdivision, Lots Numbers Three and Four and the East Half of Lot Five and the West Half of Lot Two of Block Sixteen of Oakhurst Subdivision. Lots Fifteen, Sixteen, Seventeen and Eighteen in Block Fifteen in the Dolan and Peacock Oakhurst Addition. Lots One and Two in Block Nine in the Oakhurst Subdivision.

A copy of which said deed is being filed herewith, marked Exhibit D, and made a part hereof; plaintiff shows that said property is, as aforesaid, highly valuable property, located within the corporate limits of the City of Clarksdale, and was, and is now, of the value in excess of Forty Thousand ($40,000.00) Dollars.

16 Likewise, plaintiff shows that on September 27th, 1920, the said W. P. Holland, in pursuance of the said scheme and for the purpose aforesaid, purported to convey to the said Florence T. Holland by deed recorded in Book 63 at page 328 of said records, the following described land in Coahoma County, Mississippi, to-wit:

Undivided one-half interest in all of Section Seven and the West Half of Section Eight, Township Twenty-six, Range Four, West, and the East Half of the Southeast Quarter of Section One, and the East Half of the East Half of Section Twelve, Township Twenty-six, Range Five, West, commonly known and referred to as the Harahan Plantation, all lying and being in the Second Judicial District of Coahoma County, Mississippi, and comprising in all 1192.71 acres, less 5.02 acres heretofore conveyed as right-of-way of the Yazoo & Mississippi Valley Railroad Company and less eight acres lying south of the county

road running east and west and in the southern extremity of the aforesaid property which is the land claimed by J. W. Cutrer and the land herein conveyed comprising in all 1,179.71 acres, more or less.

A copy of said deed is filed herewith and made a part hereof, marked Exhibit "E" and prayed to be made a part hereof; plaintiff shows that the recited consideration for said conveyance was love and affection, and that the said interest in said property conveyed by said deed was extremely valuable, being of a value in excess of Forty Thousand Dollars ($40,000.00) which said interest plaintiff shows the said defendant, Florence T. Holland, has converted and used for her own use and benefit.

Plaintiff also shows that likewise on April 28th, 1924, in pursuance of said scheme and conspiracy, the said W. P. Holland, by deed recorded in
17 Book 76, at page 441 of said records, sold and conveyed to the said defendant, Florence T. Holland, the following described real property in Coahoma County, Mississippi, to-wit:

Lots numbered One to Ten, inclusive, in Block Eleven of the Dolan and Peacock Oakhurst Addition to the City of Clarksdale, Coahoma County, Mississippi.

A copy of which said deed is filed herewith, marked Exhibit "F" and made a part hereof; plaintiff further shows that the consideration recited in said deed last aforesaid is One Dollar ($1.00) paid, which plaintiff shows was a mere nominal consideration and not a valuable one, and that no consideration whatsoever was paid for said deed.

Plaintiff further shows that the real property sold and transferred by the said W. P. Holland to the said Florence T. Holland by the several conveyances

heretofore mentioned consisted of all the real property within the jurisdiction of this Court owned by said W. P. Holland, but plaintiff shows that in addition thereto, the said W. P. Holland owned sundry promissory notes executed by sundry persons, payable to said Holland and secured by liens upon real property in this County, and that the said Holland in order to completely effectuate his said scheme and purpose, transferred all of said notes to the said Florence T. Holland under circumstances similar to those heretofore recited.

Plaintiff shows that on October 15th, 1921, the said Holland, being then the owner of ten notes of Two Thousand Five Hundred Dollars ($2,500.00) each, executed by W. K. Herrin and W. K. Herrin, Jr., payable to said Holland, and secured by deed of trust recorded in Book "55" at page 402 of said records, entered upon the margin of said record a notation reciting the transfer of said notes to the said defendant, Florence T. Holland, on February 2nd, 1921, which said notation is duly attested by Y. E.
18 Howell, Clerk; plaintiff shows that said notation recited the receipt of value for said assignment, but that as a matter of fact no value was paid, and that said last mentioned assignment aforesaid was merely colorable and for the purpose aforesaid.

Plaintiff also shows that on July 20th, 1921, the said W. P. Holland purported to convey to said Florence T. Holland by deed recorded in Book 13, at page 43 of the Land Deed Records of this County, at Friars Point, Mississippi, to-wit:

One-fourth undivided interest in all that part Sections Five, Six, Seven and Eight, Township Twenty-six, Range Six, lying North of the Yazoo & Mississippi Delta Levee and between the levee and the river, also all that part of the North Half of Section Twelve

and that part of the Southeast Quarter of Section Twelve, west of the Yazoo & Mississippi Levee, and all that part of the south Half of Section Thirteen west of said levee and all that part of the Northeast Quarter of Section Thirteen between the levee and Lake Charles, and all of Southwest Quarter of the Northwest Quarter of Section Thirteen; all of the East Half of Section Fourteen and the Northeast Quarter of the Northwest Quarter of Section Fourteen; all of said lands in Sections Twelve, Thirteen and Fourteen being in Township Twenty-six, Range Seven, West, Coahoma County, also that part of the West Half of Section Twenty-four and that part of the West Half of Section Twenty-five, and that part of Section Thirty-six, except the Southwest Quarter thereof lying west of the right-of-way of the Mississippi Levee; also all of fractional Section Thirty-five and the Southeast diagonal Half of Section Twenty-six, Range Seven, West, Bolivar County,
19 Mississippi, there being embraced in the entire tract 2,200 acres, more or less, being a part of what was formerly known as the Eldridge Plantation, conveyed by United States Lumber & Cotton Company to Oscar Johnston.

A copy of said deed is filed herewith, marked Exhibit "G" and made a part hereof; plaintiff shows that the consideration recited in said deed is the sum of Five Thousand ($5,000.00) Dollars, but plaintiff shows that no such consideration was ever paid and that the same was totally and wholly voluntary and was made as aforesaid with the intent to effectuate the scheme and conspiracy herein outlined.

IX.

Plaintiff shows that in addition to the properties heretofore mentioned, transferred by said W. P. Holland, in pursuance of said scheme and conspiracy, the

said W. P. Holland owned other vast holdings as aforesaid in corporations, evidenced by the shares of stock of said corporations, but plaintiff is not able to state with accuracy the kind and number of sale; plaintiff charges on information and belief, however, that the stocks so owned were of the value in excess of One Million ($1,000,000.00) Dollars and that the same were transferred by simple indorsement and delivery, without consideration, by the said W. P. Holland to the said Florence T. Holland, and thereafter such transfers were entered upon the books of such corporation; plaintiff further shows that it is advised and so believes that at said time, to-wit, during the year 1920, the said W. P. Holland had sundry accounts and deposits with banks and other persons, forms and corporations, non-resident to this
20 State, and that he, in pursuance of said scheme, proceeded to transfer and deliver or assign such account and debts of such firms, persons and corporations nominally to the name of the defendant, Florence T. Holland. All of this was done, as plaintiff alleges in pursuance of the said scheme and conspiracy and with the effect of accomplishing the purpose of hindering, delaying and defrauding creditors in the collection of their just debts and obligations.

Plaintiff shows that by means of the several transfers herein mentioned, that the said W. P. Holland transferred, without consideration, to the defendant, Florence T. Holland, his whole estate, including all of his property, both real, personal and mixed, and thereby, as aforesaid, nominally placed the same beyond the reach of creditors of said W. P. Holland.

X.

Plaintiff shows that since the years 1920 and 1921, the defendant, Florence T. Holland, being nominally

the owner of the property so transferred to her by said W. P. Holland, has nominally proceeded to transact business and invest and re-invest the proceeds of the property so transferred to her. As a matter of truth and in fact, plaintiff alleges that all of such transactions, as will be hereinafter mentioned, have been handled exclusively through the instrumentalities of the said W. P. Holland and that in law, and in this a Court of equity, such transactions have really been W. P. Holland, doing business and transacting business under the assumed name of Florence T. Holland; that in such manner, the said Florence T. Holland has operated upon the stock and grain exchanges heretofore mentioned, has acquired vast amounts of real property in this, and adjoining counties, has become the owner of the large amounts of stocks in the corporation made defendants hereto;

21 that the monies necessary to carry on all of such business operations and transactions were all acquired through the transfers heretofore mentioned and that such transactions hereinafter mentioned have been done and had with the purpose and intent of further hindering, delaying and defrauding creditors in the collection of their just debts and obligations, and that the properties hereinafter mentioned as nominally resting in the name of the defendant, Florence T. Holland, are simply the result of the re-investment of the property of W. P. Holland and are subject to the debts and obligations of the said W. P. Holland. Plaintiff shows that the proceeds of the said fraudulent transfers hereinbefore mentioned have been intermingled and commingled with such property as might have been owned by the defendant, Florence T. Holland, prior to said transfers, in such a manner that it is impossible to segregate one from the other, and plaintiff shows that he is entitled to subject not only the properties transferred by such conveyances hereinbefore mentioned to the

payment of his debts, but in addition thereto, all of the increment and interest and enhancement in value thereof.

Plaintiff shows that with the proceeds of said transfers nominally the defendant, Florence T. Holland, has heretofore purchased, and is now nominally the owner of stock in the defendants, Planters National Bank, of Clarksdale, Planters Trust & Savings Bank, Progressive State Bank, Bank of Hollandale, and Planters Manufacturing Company; plaintiff is unable to state to this Court the exact number of shares or the value thereof, nominally owned by said Florence T. Holland in said corporations, or either of them, but plaintiff alleges on information and belief that the nominal holdings of the said Florence T. Holland in said corporations exceed in value the sum of Two Hundred Fifty Thousand Dollars ($250,000.00).

22 XI.

Plaintiff shows that in addition to the investment of a great majority of the proceeds of the transfers made by said Holland to defendant, Florence T. Holland, in negotiable and transferrable property, a small portion or part thereof has been invested and reinvested in real property located in this, and adjoining counties, of the Mississippi Delta; plaintiff shows that he is not advised of each and every part and parcel of said real property because he shows that the title to some parts is vested in the names of persons or corporations other than the defendant, Florence T. Holland, which vestment of title, was, and is, made by said Holland and said Florence T. Holland with the purpose of intent of further hindering, delaying and defrauding plaintiff and other creditors. Plaintiff shows, however, that the title to all of the real property hereinbefore described is now outstanding in the name of the defendant, Florence T. Holland, with the exception of that property described in the

deed made Exhibit G to this bill of complaint, which plaintiff shows has been nominally sold and conveyed to the defendant, F. M. Owens, and the purchase price secured by vendor's lien and the lien of a deed of trust purporting to be in favor of the defendant, Florence T. Holland, evidenced by two negotiable promissory notes of said Owens, payable to said Florence T. Holland of the aggregate principal amount of Fifty Thousand Dollars ($50,000.00).

Plaintiff shows that in addition to the property hereinbefore described, the following described property is nominally owned by the defendant, Florence T. Holland, in this County, to-wit:

Beginning at southwest corner of North Half of Northwest Quarter of Section Twenty-eight, Township Twenty-eight, Range Three West, running thence north along western boundary of said Section Twenty-eight, and the western boundary line of said Section Twenty-one, to a point where boundary line of said Section Twenty-one intersects the south boundary line of a public road, leading from Clover Hill to Jonestown, thence in a north easterly direction along southerly boundary line of said public road to a point where the said southerly boundary line of the said public road intersects the westerly boundary line of a ditch or canal known as the Swan Lake Lateral Ditch or Canal of Black Lake Drainage District, thence in a southerly direction following the westerly boundary line of said lateral ditch or canal to a point where said line intersects the south boundary line of said section twenty-two, thence in a westerly direction following the southern boundary line of Section Twenty-two, and south boundary line of section twenty-one, to the northeast corner of North Half of Northwest Quarter of Section Twenty-eight, thence in a southerly direction along

the eastern boundary line of the North Half of Northwest Quarter of Section Twenty-eight, to the southwest corner of said North Half of Northwest Quarter of Section Twenty-eight; thence west along south boundary line of the North Half of Northwest Quarter of Section Twenty-eight, to point of beginning, the tract herein conveyed, North Half of Northwest Quarter of Section Twenty-eight, and all that part of Section Twenty-two lying west Lateral Ditch or Canal south of public road, and all that part of section twenty-one lying south of public road, containing in the aggregate 290 acres, more or less, West
24 Half of West Half of Section Twenty-seven and Northeast Quarter and South Half of Northwest Quarter and North Half of Southwest Quarter and Southeast Quarter of Southwest Quarter and West Half of Southeast Quarter and Southeast Quarter of Southeast Quarter of Section Twenty-eight, and Northeast Quarter of Northwest Quarter and North Half of Southeast Quarter of Northwest Quarter and North Half of Northeast Quarter and North Half of the South line of Northeast Quarter of Section Thirty-Three and Northwest Quarter of Northwest Quarter and North Half of Southwest Quarter of Northwest Quarter of Section Thirty-four, Township, Twenty-eight, Range Three, West, containing 880 acres.

Plaintiff further shows that the said W. P. Holland is the President of and in control of the defendant, Planters Trust & Savings Bank, and that he has caused the title to the following described property in this County, to-wit:

All of Sections Twenty-one and Twenty-two; South Half of Southeast Quarter and Southeast Quarter of Southwest Quarter of Section Twenty; North Half of Southwest Quarter and Southwest Quarter of Southwest Quarter of Section Seventeen and West Half

of Northwest Quarter of Section Twenty-seven, all in Township Twenty-seven, North, Range Four, West, and East Half of Section Twenty-four, Township Twenty-seven, Range Five, West,

to be vested in the said defendant, Planters Trust & Savings Bank, trustee. Plaintiff shows that as a matter of truth and in fact, the defendant, Florence T. Holland, claims to own an interest, the exact extent of which is unknown to your plaintiff, in said properties, but which plaintiff alleges on information and belief to be a one-third undivided interest therein and that said interest in said property is one of the results of the re-investment of the property transferred by said W. P. Holland to the said Florence T. Holland;

Plaintiff further shows that nominally the title to the following described property is now vested in the defendant, Florence T. Holland:

West Half of West Half of Southeast Quarter of Section Three, and Northwest Quarter of Northeast Quarter and East Half of Northeast Quarter of Northwest Quarter of Section Ten, all in Township Twenty-six, North, Range Three West, Coahoma County, Mississippi,

and that said property is also a part of the result of said scheme and conspiracy.

XII.

Plaintiff alleges as aforesaid the large part of the property which is the result of the scheme and conspiracy herein outlined to the Court is now invested in property easily and quickly transferrable to bona-fide purchasers for value, and is subject to be placed

beyond the reach of plaintiff; that plaintiff is advised and so charges the facts to be that he is entitled to have the appointment of, and it is the duty of this Court, to order the appointment of a receiver of all of the property, both real and personal and mixed, of the defendant, Florence T. Holland, which said receiver shall be directed to take into his possession and to deal with in accordance with the orders of this Court, all of said property, and that the said Florence T. Holland should be directed by the decree and order of this Court to turn over and deliver to said
26 receiver all of said property;

Plaintiff further shows that he is without remedy at law, and that he is entitled to have the issuance of a writ of temporary injunction, enjoining the said defendant, Florence T. Holland, from making any transfer whatsoever of any part or parcel of her property, pending the outcome and settlement of this litigation; that the said other defendants named herein should be, by said writ of injunction, enjoining from consenting or allowing the transfer of any stock or stocks in the said defendants, or either of them, now nominally outstanding in the name of the defendant, Florence T. Holland.

XIII.

Plaintiff now shows that each and all of said transfers herein mentioned were and are fraudulent and void, and made as aforesaid with intent to hinder, delay and defraud your plaintiff and other creditors, and have had the effect thereof, and should be, by order of this Court, declared to be null and void, and for naught held, and that a decree of this Court be entered, granting and impressing in favor of your plaintiff a lien upon all of the property of the defendant, Florence T. Holland, whether herein specifically

described or not, for the satisfaction of the indebtedness due plaintiff by said defendant, and that a Commissioner of this Court be appointed, with direction to sell said property in the manner provided in said decree for the satisfaction of the indebtedness so due to your plaintiff.

XIV.

Plaintiff would show to the Court that all of the fraudulent transfers heretofore alleged as having been made by the said W. P. Holland to his said
27 wife, Florence T. Holland, and others, were made either after or in anticipation of his liability for indebtedness to plaintiff and other creditors; that the said W. P. Holland had made representations to creditors, upon which the creditors each and all relied; that he, the said W. P. Holland, was worth personally in good and solvent securities and property an amount exceeding $3,000,000.00, over and above any and all indebtedness which he, the said Holland, owed or was liable for to any person; that the creditors of said Holland, relying upon these assurances and believing that the said Holland was solvent, accepted said assurances and extends credit to the said Planters Bank, and to the said W. P. Holland, who was at that time President of the Planters Bank, and extended and renewed indebtednesses for the said Holland and the said Planters Bank on the assurances and representations of the said Holland, when in truth and in fact the said Holland was then about to, or had already transferred, or since transferred every cent in money, stocks, bonds, securities and property to his wife, the said Florence T. Holland, with the intent upon their part, of him, the said W. P. Holland, and her, the said Florence T. Holland, to defeat and defraud the creditors of their just demands and indebtednesses; so that, whereas, be-

fore and during the years 1919, 1920, and 1921, the said W. P. Holland was worth exceeding $3,000,000.00, and was the President of the Planters Bank of Clarksdale, Mississippi, and the said Florence T. Holland was possessed of very little money and personal property and real estate, it now appears that the said Florence T. Holland is exceedingly rich and worth more than $2,000,000.00; that she is now the President of the Planters National Bank, Clarksdale, Mississippi, and owns all the property, money, and assets formerly belonging to the said W. P. Holland, while the said W. P. Holland transacts all of the business of her, the said Florence T. Holland,
28 and is in active charge and the Vice-President of the said Planters National Bank, operating the same for the said Florence T. Holland, and the said W. P. Holland is daily, with acument, shrewdness and business ability, adding to and building up the fortune, which in truth and in fact belongs to him, but is nominally in the name of his said wife, Florence T. Holland, held, as plaintiff alleges, by her in trust for the creditors of W. P. Holland as aforesaid, and in this connection plaintiff alleges that if for any reason it is impossible to identify and show beyond doubt that such of the property now in the hands of the said Florence T. Holland is the exact property in kind and nature as heretofore transferred to her by him, the said W. P. Holland, nevertheless, plaintiff alleges that in equity this Court ought and will impress a lien upon the property of every kind and description in the hands of the said Florence T. Holland, which may be the usufruct, interest, principal, and/or result of any and all property of every kind and character, which may have heretofore, or hereafter may be, transferred by the said W. P. Holland to his said wife, Florence T. Holland, fraudulently as aforesaid.

XV.

The plaintiff alleges that the said W. P. Holland has likewise fraudulently transferred at various times property, money, and/or valuable things to his sister, Mrs. Mary H. Hays, and to his niece, Ruby Hays, having conducted business in the names of both of these ladies for his own benefit and in order to defeat and defraud creditors of the said W. P. Holland of their just debts.

Plaintiff is not familiar with each and every transaction as above set out, as to the exact detail thereof, but here and now alleges and asserts that the said W. P. Holland carried on a large part of his
29 business with Gray & Wilmerding, of New York, the said firm being brokers in New York City, in the name of the said Mary H. Hays, sister, and the said Ruby Hays, niece aforesaid. Plaintiff would respectfully show that the said May H. Hays and said Ruby H. Hays should be made parties hereto for the express purpose of giving an accounting as to what may or may not remain in their hands of the funds of the said W. P. Holland, as to how said transactions were carried on, and what, if any, disposition they made of the said funds and the business carried on in their names and with their consent for the special benefit of the said W. P. Holland, and in order to screen him from the just demands of his creditors and defraud them and defeat their just claims.

Plaintiff alleges that as another step in the fraudulent transfer and conveyance of the property of the said W. P. Holland, the said W. P. Holland, through his said wife, Florence T. Holland, has transferred and conveyed certain property, rights or choses in action to L. C. Townes, a brother of the said Florence T. Holland, in this:

That the Missouri State Life Insurance Company, a corporation of the State of Missouri, filed suit as against the said W. P. Holland for a large amount of money and joined the said Florence T. Holland in said suit, alleging therein as is alleged herein, that the said W. P. Holland, had fraudulently and unlawfully transferred and conveyed to the said Florence T. Holland large amounts of property and money in order to defeat the creditors of the said W. P. Holland, the said cause being No. 4043 on the docket of the Chancery Court of the Second Court District of Coahoma County, Mississippi.

Plaintiff would respectfully show to the Court that during the trial of the said cause and in order to further muddy the waters and transfer and dispose of the property of the said W. P. Holland, and
29½ in order to allow the said Florence T. Holland and the said L. C. Townes, her brother, to fraudulently claim a large indebtedness as against the said W. P. Holland, and thereby defeat the creditors of the said W. P. Holland, the said Florence T. Holland, and the said W. P. Holland, defendants in said Cause No. 4043 on the docket of said Chancery Court, apprehending that a judgment would be gotten by the Missouri State Life Insurance Company, and that the facts alleged in said bill as to the fraudulent conveyance from W. P. Holland to Florence T. Holland would be demonstrated and performed, the said Florence T. Holland, W. P. Holland, and L. C. Townes entered into a fraudulent agreement whereby it was agreed that the said Florence T. Holland should pay in money, or other valuable things, to the Missouri State Life Insurance Company, an amount equal to approximately $75,000.00, and that in turn the said Missouri State Life Insurance Company should transfer to L. C. Townes, a brother of Florence T. Holland, all rights, title and interest in and to the

claim or chose in action of the Missouri State Life Insurance Company against the said Florence T. Holland and W. P. Holland, and thereby creating a claim on the part of the said L. C. Townes as against W. P. Holland and Florence T. Holland to the extent of approximately $30,000.00, with interest, which claim plaintiff alleges is wholly and entirely fictitious and fraudulent, and said agreement further provided that the said L. C. Townes, brother of the said Florence T. Holland, should carry on and dispose of the suit of the Missouri State Life Insurance Company against W. P. Holland and Florence T. Holland No. 4043 on the Chancery Court aforesaid.

Plaintiff alleges that the result of the said fraudulent conspiracy and combination between the said Florence T. Holland, W. P. Holland and L. C. Townes, was this: that the said L. C. Townes, without having paid out any money or other valu-
30 able thing in any way, became seized and possessed of a fictitious and fraudulent claim against the said Florence T. Holland and W. P. Holland, being the claim of the Missouri State Life Insurance Company for approximately $300,000.00, and interest, and that in truth and in fact the said Florence T. Holland purchased the said claim with her own money or other valuable thing, and agreed that the said L. C. Townes should be the ostensible owner thereof, so that in case creditors of the said W. P. Holland should sue him and the said Florence T. Holland, that the said L. C. Townes could appear to be the owner of a large claim of more than $300,000.00 which would be prior in point of time to the claim of any other creditor suing thereafter.

Plaintiff alleges that the suit of the Missouri State Life Insurance Company was founded on a judgment procured as against the said W. P. Holland by the

Missouri State Life Insurance Company on the 27th day of January, 1923, for the sum of $240,524.02, with interest thereon at the rate of 6% per annum, said cause being No. 111 at law, in the United States Court for the Delta Division of the Northern District of Mississippi, and that the effect of said agreement is that the said L. C. Townes appears to be the owner of said judgment, as well as the right of action in Cause No. 4043, but plaintiff alleges that in truth and in fact he is now the owner thereof but that the result of the said fraudulent transactions was that W. P. Holland, with his own money, in the name of his wife, purchased the judgment against himself for himself, and for his own use.

Wherefore, the plaintiff alleges that the said judgment now enrolled on the judgment roll of the Missouri State Life Insurance Company against W. P. Holland, procured originally in the United States Court for the Delta Division of the Northern District of Mississippi, ought and should be canceled by order of this Court, and that the said L. C. Townes should be declared not to be the owner thereof or to have
31 any interest therein, and the said Florence T. Holland should be declared by decree of this Court not to be the owner thereof, or to have any interest therein, and, further that the judgment itself was canceled and wiped out by the fraudulent sale and transfer thereof as set forth above.

Wherefore, plaintiff prays that the said L. C. Townes be also summoned herein as a party hereto to answer under oath these allegations and the interrogatories attached.

XVI.

The premises considered, plaintiff prays for the issuance of summons to all of the defendants hereinbefore

mentioned, viz: Florence T. Holland, Planters National Bank of Clarksdale, Peoples Bank of Jonestown, Planters Trust & Savings Bank of Clarksdale, Miss., Bank of Lula, Lula, Miss., Progressive State Bank, Tutwiler, Miss., Bank of Hollandale, Hollandale, Miss., Paul Holland, Mary H. Hays, Ruby Hays Thompson, Planters Manufacturing Company, Clarksdale, Miss., Bank of Ruleville, Ruleville, Miss., F. M. Owens, and L. C. Townes, commanding them to appear at the time fixed by law before this Honorable Court then and there to plead, answer or demur hereto, under oath, the oath or oaths to any answer or answers and the interrogatories propounded and herein filed are hereby expressly required.

XVII.

Plaintiff prays that the defendants may answer under oath fully and completely all the interrogatories attached hereto and file the answers to said interrogatories as a part of their answer to this bill.

XVIII.

Plaintiff prays that in addition to the personal judgments herein prayed for that all of the property herein mentioned and referred to, whether fully described herein or not as having been transferred, assigned, sold and/or delivered by the said W. P. Holland to any other person may be held by this Court to have been so transferred, fraudulently, and such transfers to be void in toto, and that a lien be impressed on all of said property wherever the same may be found for the payment of the judgments against the said W. P. Holland; that wherever the said property cannot be located that

the same is shown to have gone into the personal estate of any of the defendants that the personal judgments be given by this Court against such defendants for the full amount of money, property or other things so fraudulently received by them.

XIX.

Plaintiff further prays that a preliminary injunction may issue from this Honorable Court restraining the defendants and all of them, their agents, attorneys, employees, etc., from in any way selling, assigning, transferring and/or disposing in any way of any of the money, property, stocks, bonds and/or other things alleged to have been transferred to him or them by the said W. P. Holland either directly or indirectly until further order of this Court.

XX.

And plaintiff prays for other, further and general relief in this cause as to equity may seem meet, and as the case may require, and as in duty bound plaintiff will ever pray, etc.

MAYNARD, FITZGERALD
& VENABLE,
Attorneys for Plaintiff.

33 State of Mississippi,
Coahoma County.

This day personally appeared before me, the undersigned duly qualified and acting Notary Public in and for the County and State aforesaid, Gerald Fitzgerald, who having been by me first duly sworn states on oath that he is solicitor, agent and attorney-in-fact for the within named plaintiff in the foregoing bill of com-

plaint, and that within the knowledge of affiant and affiant's principal, all the matters and facts set forth in the foregoing bill of complaint are true as therein stated, and those set forth on information and belief affiant and his principal believe to be true.

GERALD FITZGERALD.

Sworn to and subscribed before me, this 22nd day of June, 1928.

E. J. MULLEN,
Notary Public.

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34 INTERROGATORIES TO BE ANSWERED BY THE DEFENDANT FLORENCE T. HOLLAND.

1. Give the date of your marriage.

2. State what property, if any, you had at said time, giving the nature, character, location, description and value thereof.

3. State in detail what property you acquired from your mother and/or father or either prior to their death, giving date, description, character, location and approximate value of such property, real or personal?

4. If you have stated that you acquired any property from your mother and/or father, state whether or not you have sold said property, and if so, state to whom, when, nature of the instrument executed transferring same, consideration, how evidenced and whether or not paid.

5. If you have stated that any of the property which you may have acquired from your father and/or mother was sold, state how you invested the proceeds, if any, giving character and investment, date acquired, and whether you now possess such property.

6. State what property, if any, you have ever received from the estate of your father and/or mother, giving the kind, the nature of such property, including description thereof, the value, and extent when you received and what you did with it?

7. Attach to your answer copies of your income tax report to the Internal Revenue Commissioner of the United States, for the years 1918 and 1928, inclusive.

8. Attach to your answer a complete detailed financial statement of your affairs as of January 1st of each of the years 1919 to 1928, inclusive, stating in detail the kind, character and nature of all of your property, where located and the value thereof.

35 9. State what property you purchased during the years 1919, 1920, 1921, 1922, from whom you purchased it, when purchased, price paid, location, and description of the property.

10. Please state what banks, brokerage houses, or other firms, persons or corporations with whom you have done business of more than $1,000.00 in value since January 1st, 1919, and also give a complete statement of all of your transactions with such person or firms since 1920, showing deposits and withdrawals of deposits for all of said period of time.

11. Attach to your answer to this interrogatory copies of the monthly bank statements rendered to you by such banks and other persons, including brokers, for said period of time.

12. State the amount of cash money you had on hand on each of the months of the years 1920, 1921,

1922, where the same was deposited, and if deposited in Banks, give the name of the Banks, location thereof and how the money was withdrawn, when and for what purpose.

13. State whether or not you have purchased any notes or bills receivable from the Planters Bank, Clarksdale, Miss., during the years 1920, 1921 and 1922, and if you state that you did purchase any notes or bills receivable from the said bank, state the purchasing price paid by you therefor, and state what you did with each of said notes, and what money you have collected thereon.

14. Please state every transaction involving the purchase and the sale of stocks and bonds made by you during the years 1918 and 1928, inclusive. Give the amount and value of stocks, giving the name of the firm of brokers with which the transaction was made, the purchase price thereof and state what you have done with such stocks and/or bonds.

36

15. State what firms of stock, grain, or cotton brokers you did business with during each of the years of 1918 to 1928, inclusive, showing the years in which you did business with each of the brokers mentioned by you in this interrogatory, and attach copy to your answer of the accounts with each of said brokers.

16. State the amount of and when you subscribed for stock in the Planters Bank, Clarksdale, Miss., and the other Banks mentioned in the original Banks, how much stock you own in Bank now, whether direct or indirect, that is to say whether in your own name or in the name of any other person for you. If you state that you subscribed for stock in said Bank

and paid for same, state how you paid the money thereon and state the present location of the stock certificate now owned by you in the said Planters National Bank, and said other Banks.

17. Please give a list of stocks, bonds, real estate, money, and/or other valuable things owned by you, whether direct or indirect, at the date of the filing of this bill. State what business you were engaged in prior to the year 1920. Give the details, the nature, character, location and description of investment of any money or property you then owned.

18. If you have a copy of a financial statement made by you during the years 1918, 1919, 1920, please attach the same to your answer hereto.

19. State in detail the business or businesses in which you are now engaged. State what corporations, banks, or companies, firms you now own stock in, giving the amount, value and number of shares in each company or corporation.

37 20. Please attach to your answer full and complete copies of each written instrument appertaining to the settlement by you of the case of Missouri State Life Insurance Company vs. W. P. Holland and Florence T. Holland, et al., No. 4043 on the docket of the Chancery Court of the Second Court District of Coahoma County, Mississippi, giving also a detailed account of your settlement with said Company, what you paid, or agreed to pay, and the exact terms of said settlement.

21. Please state why and for what purpose and for what consideration you allowed the judgment of the Missouri State Life Insurance Company against W. P. Holland, procured on the 27th day of Janu-

ary, 1923, for the sum of $240,524.02, being cause No. 111 at Law in the United States Court for the Delta Division of the Northern District of State of Mississippi, to L. C. Townes, stating what consideration the said L. C. Townes paid or agreed to pay therefor, and each detail in regard to said purchase.

22. State what property, stocks, bonds, money and/or other valuable thing you have disposed of within the past 12 months, the manner of disposal, what price you received therefor, and what you did with the proceeds, if any, including any gifts which you may have made, settlements, or trusts, either for yourself or the benefit of any other person, giving full details thereof.

23. If you have a personal set of books, will you please produce the same for inspection and/or copies thereof by the plaintiff.

24. Please state who has kept these books and if they are correctly kept in due course of business, and if the entries thereon were made at the date shown on said books.

25. Please state what, if any, money, correspondence, or other valuable thing, real, personal or mixed, has been transferred to you by W. P. Holland from January 1st, 1920, up to and including the
38 date of answering this question.

26. During the year 1920 you purchased from the Planters Bank of Clarksdale, Miss., certain bills receivable of said Bank. Please state how you paid for these bills receivable, whether by checks, or otherwise, giving the date of the check, the amount thereof, and upon what Bank you drew the same, and if you have the original canceled checks produce the same and attach hereto.

27. Please state where you got the money which was deposited to your name in the Planters Bank of Clarksdale, Miss., during the year 1920, from whose account the same was transferred, by check or otherwise.

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39 INTERROGATORIES TO BE ANSWERED BY EACH OF THE DEFENDANTS, PLANTERS NATIONAL BANK OF CLARKSDALE, PLANTERS TRUST & SAVINGS BANK, CLARKSDALE, PROGRESSIVE STATE BANK, BANK OF HOLLANDALE, PLANTERS MANUFACTURING COMPANY, BANK OF RULEVILLE, BANK OF LULA AND PEOPLES BANK OF JONESTOWN.

No. 1. State the number and par value of the shares of stock which appear by your books to be owned by Florence T. Holland, giving the date or dates of the issuance of such certificates of stock, the number thereof and the number of shares represented by each certificate.

No. 2. State, if you know, the present location of such certificate or certificates.

No. 3. Please prepare a list of the number and par value of the shares of stock in your corporation which appear by your books to have been owned by W. P. Holland and/or Florence T. Holland at any time, giving the date or dates of issuance of said certificate of stocks, the number thereof, and the number of shares represented by each certificate, when and to whom transferred, if transferred; and if not transferred, so state.

40 INTERROGATORIES TO BE ANSWERED BY MARY H. HAYS, RUBY H. THOMPSON AND PAUL HOLLAND.

No. 1. State when, if at all, during the years 1918 to 1927, inclusive, W. P. Holland and/or Florence T. Holland, conducted or carried on any business, or the purchase of stocks, bonds, grain, cotton and/or other commodity in your name.

No. 2. If such business was carried on in your name, please state whether or not you gave a power of attorney to them or either or them to do so, and give full details of every transaction, if you know about it.

No. 3. If you state that you do not know the details at all, please state if it is not true that such business was carried on in your name and with your consent, and under power of attorney from you, attaching, if you have it, a copy of the power of attorney.

No. 4. Please attach to your answers here a full and complete copy of all business transactions carried on with you by Gray & Wilmerding, brokers of New York City, during the years 1919 to 1927, inclusive, showing the dates of each transaction, its profit and loss, the amount of share or other commodity purchased and/or sold.

No. 5. Please give a financial statement, including all your property, money, and/or other valuable things, real or personal, belonging to you during the years 1918 to 1927, inclusive.

No. 6. If you made Income Tax Report to the Government of the United States, and/or the State of Mississippi, for the years mentioned, viz: 1918 to 1927, inclusive, please attach copy thereof, and if you did not make such report, please state how you accounted for the profits and/or losses incurred by you in the purchase of stocks, bonds, grain, cotton and/or other commodities through the brokers, Gray & Wilmerding, and others, during the years 1918 to 1927, inclusive.

41 INTERROGATORIES TO BE ANSWERED BY L. C. TOWNES.

No. 1. It appears by agreement with the Missouri State Life Insurance Company in the case of Missouri State Life Insurance Company vs. W. P. Holland, et al., No. 4043 on the docket of the Chancery Court for the Second Court District of Coahoma County, Mississippi, that a certain judgment therein mentioned, being judgment of the Missouri State Life Insurance Company vs. W. P. Holland, procured on the 27th day of January, 1923, for $240,524.02, in the District Court of the United States for the Delta Division of the Northern District of Mississippi, being cause No. 111 at Law therein, was transferred and/or assigned to you.

No. 2. Please state what consideration you paid therefor, the manner and form of said consideration, and attach hereto any check or draft that you issued in payment thereof, and give full detailed account of said assignment and/or purchase by you of said judgment.

No. 3. Also attach to your answer full and complete copies of the originals of all written instruments

received or given by you in settlement of Cause No. 4043 aforesaid, or in the purchase of the judgment in Cause No. 111 aforesaid.

No. 4. Please state whether or not at any time Florence T. Holland or W. P. Holland, have purchased and/or sold stocks, bonds, grain, or cotton futures, in your name, and not for your own benefit.

No. 5. Please state what, if any, business or other transaction has been carried on in your name either by W. P. Holland or Florence T. Holland, giving full details of such business, an accurate financial accounting thereof, including the years 1918 to 1927, inclusive.

42 No. 6. In regard to the transfer to you by the Missouri State Life Insurance Company of the judgment in cause No. 4043 on the docket of the Chancery Court of the Second Court District of Coahoma County, Mississippi. Please state what, if any, action you have taken therein with reference to enforcing the said judgment and what, if any, action you have taken in Cause No. 4043 with regard to winding said suit up.

No. 7. Please produce and file herewith every agreement in writing of every kind or character entered into by you with Florence T. Holland or any other person, showing any transfer at present or in the future by you of the chose-in-action alleged to have been purchased by you or showing that you hold the same in trust for Florence T. Holland and/or any other person.

No. 8. Please state what agreement, verbal or written, or otherwise, you have or had with Florence T. Holland or W. P. Holland or any other person

that you should be repaid or reimbursed for any sums advanced by you in the purchase of the above mentioned judgment described in Suit No. 4043 on the Chancery Court docket, Second District Coahoma County, Mississippi, and please state if your agreement with the Missouri State Life Insurance Company conveyed and set forth the entire agreement as between yourself and all other persons in said suit.

No. 9. If you have stated that you paid any sums of money for the purchase of said judgment please state where you got the same, out of what account you drew it, and produce the bank account showing the deposit and withdrawals of said bank account for two months previous to the purchase of said judgment up to and including this time.

43 No. 10. Please state if you have any agreement of any kind, either verbal or in writing, that you will be reimbursed in any way for your purchase of said judgment, or that you hold the said judgment for the benefit of any other person than yourself.

No. 11. Who first approached you with reference to the purchase of the above named chose in action, and state specifically what conversation was had with you with reference thereto, in what way you were promised a consideration for your purchase of said judgment or chose in action.

44 EXHIBIT A.

The Chemical National Bank of New York, Plaintiff,
vs. No. 153-Law.
W. P. Holland, Defendant.

This day came this cause for hearing, came the plaintiff in person and by its attorney, but the de-

fendant being called came not, but so to do did wholly make default; and it appearing that the defendant has been duly and legally summoned by personal service of process more than sixty days before the first day of this term of Court, and has failed to appear, and has failed to plead, answer or demur to the declaration herein filed against him;

It is, therefore, the judgment of the Court that the plaintiff do have judgment by default against the defendant; and that the plaintiff, the Chemical National Bank of New York, a corporation, do have and recover of and from the defendant, W. P. Holland, the sum of Thirty Thousand Six Hundred Thirty-two and 78/100 Dollars ($30,632.78), together with all costs of Court, for all of which execution may issue.

This October 20th, 1925.

(Signed) E. R. HOLMES,
District Judge.

(Recorded Minute Book 4 at page 36, United States District Court at Clarksdale, Mississippi.)

45 EXHIBIT B.

The President of the United States.

To the Marshal of the Northern District of Mississippi—Greeting:

We command you, that of the goods and chattels, lands and tenements of defendant W. P. Holland, late of your District, you cause to be made the sum of Thirty Thousand Six Hundred Thirty-two Dollars and 78 Cents, which

The Chemical National Bank of New York lately, in the District Court of the United States, for the Delta Division of the Northern Judicial District of

Mississippi, has recovered against him for damages which was sustained by reason of the non-performance of a certain promise and assumption by said defendant to the said Plaintiff made, with interest on the said sum, at 6 per centum per annum from the 20 day of Oct., 1925, until paid; also, the sum of Eighteen Dollars and Fifty-five Cents, for Court costs by..... about said suit, in that behalf expended, whereof the said defendant was convicted as appears to us of record. And that you have the said moneys before the Judge of the District Court of the United States, for the Delta Division of the Northern District of Mississippi, at Clarksdale, on the Third Monday in October next; to render to the said plaintiff for $30,-651.25 damages and costs aforesaid, and have then and there this writ.

Witness the Honorable Edwin R. Holmes, Judge of said Court, and the seal thereof, at Clarksdale, the 11th day of June, A. D. 1928, and the 152 year of American Independence.

J. J. VANCE,
Clerk,
CELIA COOK DAVIS,
(Seal) Deputy Clerk.

The following return appears on the back of said writ:

"Received this writ at Clarksdale, Miss., on June 11, 1928. After diligent inquiry I failed to find any real or personal property belonging to W. P. Holland
in which levy could be made upon and out
46 of which the money could be made.

This the 18th day of June, 1928.

CHARLES R. LIGON,
United States Marshal,
By G. E. COOK,
Deputy."

(Copy)

Bill of Costs.

Filing Declaration or Bill of Complaint.....	.10
Issuing Process, Certificates and Seals	1.20
Entering Return and Filing	.25
Entering Verdict and Judgment	5.00
Attorney's Tax Fee	10.00
Marshal's Fees	2.00
Total	$18.55

On back of Writ:

No. 153 L.

To Oct. Term, 1928.

Chemical Nat'l Bank
vs.
W. P. Holland.

Judgment	$30,632.78
Clerk	6.55
Attorney	10.00
Marshal	2.00

MAYNARD, FITZGERALD & VENABLE,
Attorney.

Returned and filed June 18, 1928.
J. J. VANCE,
Clerk,
CELIA COOK DAVIS,
D. C.

47 EXHIBIT C.

Assignment.

This assignment, made and entered into this the 31st day of May, 1928, by and between the Chemical

National Bank of New York, a corporation, party of the first part, and Sterling B. Cramer, party of the second part, witnesseth:

That for and in consideration of One Hundred ($100) Dollars cash in hand paid to the party of the first part by party of the second part, the receipt of which is hereby acknowledged, and for other good and sufficient valuable considerations to the party of the first part accruing from the party of the second part, party of the first part does by these presents bargain, sell, assign, transfer, set over and deliver unto party of the second part that certain judgment recovered by party of the first part in the District Court of the United States for the Delta Division of the Northern District of the State of Mississippi, in cause No. 153 at Law, on the docket of the said Court, in which the party of the first part recovered of and from W. P. Holland, of Clarksdale, Mississippi, the principal sum of Thirty Thousand Six Hundred Thirty-two and 78/100 ($30,632.78) Dollars, said judgment bieng rendered on the 20th day of October, 1925, and appearing of record in Minute Book 4 at page 36 of the Minutes of said Court.

The Clerk of the said Court is hereby authorized and directed to note this assignment of record and to make such notations on his docket and to file this assignment and/or record the same in such records and proceedings as is by law required for the full and complete transfer and assignment of said judgment.

Witness the hand of the party of the first part this the day and year first above written.

Triplicate of original.

CHEMICAL NATIONAL
BANK OF NEW YORK,
By F. K. HOUSTON,
Vice-President.

48 State of New York,
County of New York, ss.

This day personally appeared before me the undersigned, a duly qualified and acting notary public in and for the County and State aforesaid, Frank K. Houston, having been by me first duly sworn, stating on oath that he is a Vice-President of the Chemical National Bank of New York, a corporation; that as such officer of said corporation for and on its behalf with full authority so to do, he signed, sealed and delivered the foregoing instrument on the day and year therein mentioned, as a voluntary act and deed of said corporation.

Witness my hand and official seal this 31st day of May, 1928.

CLARENCE A. ENGLAND,
Notary Public, Westchester County, N. Y.

Co. Clerk's No. 136.
Register No. 0-95.
Kings Co. Clerk's No. 53.
Register's No. 162.

Commission expires March 30, 1930.

49 EXHIBIT D.

Deed of Gift.

W. P. Holland
to Deed of Gift.
Florence T. Holland.

The State of Mississippi,
Coahoma County.

Be it known that for and in consideration of the natural love and affection I have for and do bear to-

wards Florence Holland, my wife, I hereby grant, bargain, sell and convey and warrant to her and to her heirs and assigns forever, the following described property, situated in the County of Coahoma, State of Mississippi, to-wit:

That certain tract of land lying along the right bank of the Sunflower River described as follows: Beginning at a stone on the west boundary line of Section Fourteen (14) 860 feet due north of the corner of Sections Fourteen, Fifteen, Twenty-two and Twenty-three (14, 15, 22 and 23), thence South 60 degrees, 45 minutes East, 346 feet, to a point which is the point of beginning of the following described land, thence due north 325 feet to the center of Sunflower River; thence eastwardly following the thread of the center line of said river to the point of intersection of said center line with the North line of Second Street of the City of Clarksdale; thence South 75 degrees, 30 minutes West, 280 feet to the Southeast corner of the Fire Station Lot on the North side of Second Street; thence North 14 degrees and 30 minutes West, 30 feet to the Northeast corner of said Lot; thence South 75 degrees and 30 minutes West and parallel to the North line of said Second Street 60 feet to the Northwest corner of said Fire Station Lot on the East line of Dorr Avenue; thence North 31 degrees and 15 minutes West along the East
50 line of Dorr Avenue; thence North 30 degrees and 15 minutes West 140 feet on the East line of Dorr Avenue; thence North 1 degree and 45 minutes West 200 feet to a point on the East line of Riverside Avenue; thence 9 degrees and 45 minutes East 100 feet to a point on the East line of Riverside Avenue; thence North 23 degrees 15 minutes East 100 feet to a point on the East line of Riverside Avenue; thence North 4 degrees and 45 minutes East 580 feet to a point in the East line of Riverside Avenue; thence

North 20 degrees and 45 minutes West 100 feet to a point in the East line of Riverside Avenue; thence North 55 degrees and 15 minutes West 100 feet to a point on the North side of Riverside Avenue; thence North 56 degrees and 15 minutes West 160 feet to a point on the North side of Riverside Avenue; thence North 77 degrees and 15 minutes West 700 feet to a point on the North side of Riverside Avenue; thence North 79 degrees and 15 minutes West 100 feet to a point on the North side of Riverside Avenue; thence North 77 degrees 15 minutes West 100 feet to a point on the North side of Riverside Avenue; thence North 78 degrees and 45 minutes West 170 feet to a point on the North side of Riverside Avenue; thence North 78 degrees and 15 minutes West 600 feet to a point on the North side of Riverside Avenue; thence North 81 degrees and 15 minutes West 270 feet to a point on the North side of Riverside Avenue; thence South 3 degrees and 25 minutes West 120 feet to a point on the West side of Riverside Avenue; thence South 25 degrees and 45 minutes West, 300 feet to a point on the West side of Riverside Avenue; thence South 34 degrees and 45 minutes West 300 feet to a point on the West side of Riverside Avenue; thence South 36 degrees and 30 minutes West 240 feet to a stake on the East side of Oakhurst Avenue, which is also the point of beginning. This tract contains 41.51 acres, of which 11.71 acres is situated in Lot 12 of Section Fourteen (14), 23.36 acres situated in Lot 13 of Section Fourteen (14) and 6.44 acres situated in Lot Two (2) of Section Twenty-three (23). All of Township 27 North, Range 4 West.

51

Also Lot Six (6) containing Thirty-eight and 41/100 acres (39.41) and all that part of Lot Nine (9) lying North of the center line of Mill Bayou, containing Twenty-nine and 21/100 acres (29.21) except 5 acres heretofore conveyed to Coahoma Coun-

ty, in May 20th, 1909, by deed recorded in Book 24, 301 page, of the Record of Land Deeds in the office of the Chancery Clerk of said County, at Clarksdale, Mississippi, and except Three (3) acres conveyed to M. K. Wildberger by deed dated November 21st, 1919, and not yet of record, which said three acres is described as follows: Beginning at an iron stake in the line dividing Section Lots Eight (8) and Nine (9), about Two Hundred feet North of the Center Line of Mill Bayou, thence North along the dividing line between said Lots Eight (8) and Nine (9) a distance to give a frontage of Two (2) acres, to an iron stake; thence West a distance to give a depth of one and one-half acres (1½) to an iron stake; thence South parallel to said dividing line, between said Lots Eight (8) and Nine (9) a distance to give a length of Two (2) acres, to an iron stake; thence East, and perpendicular to the dividing line between said Lots Eight (8) and Nine (9) to the iron stake at the point of beginning. The total acreage herein conveyed being Sixty-seven and 62/100 (67.62) acres, and all being Section Fourteen (14), Township Twenty-seven (27), Range Four (4) West.

Also Three (3) acres in the Southeast corner of Lot Nine (9), North of Mill Bayou in Sec. 14, Township 27, Range 4 West, more particularly described as follows: Beginning at a stake in the line dividing Lots 8 and 9 about 200 feet from the center of Mill Bayou, and north of said Bayou, thence north along the dividing line between said Lots 8 and 9, a distance to give a frontage of two (2) acres, to an iron stake; thence west a distance to give a depth of 1½ acres, to a stake; thence south parallel to the dividing line between Lots 8 and 9 aforesaid, to a stake; a distance to give a depth of two (2) acres; thence east and perpendicular to the dividing line between Lots 8 and 9, the point of beginning.

52

Also the following described property, being situated in the City of Clarksdale, County and State aforesaid, to-wit: Lot One (1) and the Eastern Half of Lot Two (2), Lot Six (6) and the Eastern Half of Lot Five (5), all in Block Sixteen (16), in Oakhurst Subdivision.

Lots Number Three (3), Four (4) and the West Half of Lot Number Five (5) and the West Half of Lot Number Two (2) of Block Number Sixteen (16), of Oakhurst Subdivision.

Lots Fifteen (15), Sixteen (16), Seventeen (17) and Eighteen (18) in Block Fifteen (15) in the Dolan and Peacock Oakhurst Addition.

Lots One (1) and Two (2) in Block Nine in the Oakhurst Subdivision.

"Note"—Three (3) acres excepted in description in Paragraph Two (2), page one (1), was redescribed and conveyed in Paragraph Three (3), this done to make descriptions conform with tracts as they were conveyed to me."

Witness my signature this 1st day of May, 1920.

W. P. HOLLAND.

Witness:

C. G. SNYDER.

53 State of Mississippi,
County of Coahoma.

Personally appeared before me, the undersigned authority in and for the State and County aforesaid, the within named W. P. Holland, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned and for the purpose therein set forth and for the consideration therein set forth, it being his voluntary act and deed.

Witness my hand and notarial seal this 11th day of May, 1920.

N. B. SESSIONS,
Notary Public.

(Seal)

Recording	$1.00
Cert. & F.	.55
Abst'ing	3.00
	$4.55

Filed for record May 15th, 1920, at 3 o'clock P. M.
Recorded May 15th, 1920.

Y. E. HOWELL,
Clerk.

54 EXHIBIT E.

Quit Claim Deed.

W. P. Holland
to Q. C. Deed.
Florence Holland.

This indenture made by and between W. P. Holland, party of the first part, and Florence Holland, party of second part, witnesseth:

That, for love and affection, the party of the first part does hereby convey and quit claim unto the party of the second part a One-Half undivided interest, being all owned by party of first part, in the following described land situated in County of Coahoma, State of Mississippi, to-wit:

All of Section Seven (7) and the West Half of Section Eight (8) in Township Twenty-six (26), Range Four (4) West; and the East Half of the Southeast Quarter of Section One (1); and the East Half of the East Half of Section Twelve (12) in Township Twenty-six (26), Range Five (5) West, commonly known and referred to as the Harahan Plantation, all lying and being in the Second Judicial District of Coahoma County, Mississippi, and comprising in all 1192.71 acres, less 5.02 acres heretofore

conveyed as a right-of-way to the Yazoo and Mississippi Valley Railroad Company, and less Eight (8) acres lying south of the County Road running East and West and in the Southern extremity of the aforesaid property, which is the land claimed by J. W. Cutrer, and the land herein conveyed comprising in all 1179.71 acres, more or less.

To have and to hold the said premises unto the said party of the second part and unto her heirs and assigns in fee simple forever.

Witness my signature this 27th day of September, 1920.

W. P. HOLLAND.

55 State of Mississippi,
County of Coahoma.

Personally appeared before me, the undersigned Notary Public in and for the State and County aforesaid, the within named W. P. Holland, who acknowledge that he signed and delivered the foregoing deed on the day and year therein mentioned.

Given under my hand and seal this 27th day of Sep., 1920.

N. B. SESSIONS,
(Seal) Notary Public.

Recording	.40
Cert. & F.	.55
Abst'ing	1.20
	$2.15

Filed for record September 30, 1920, at 9 o'clock A. M.

Recorded September 30, 1920, Book 63, page 328.

Y. E. HOWELL,
Clerk.

56 EXHIBIT F.

W. P. Holland
to
Florence T. Holland. Q. C. Deed.

For and in consideration of the sum of One Dollar in cash paid to the undersigned by Florence T. Holland, receipt of which is acknowledged, I hereby convey and quit claim unto the said Florence T. Holland all right, title and interest I may have in those certain lots of parcels of land in the City of Clarksdale, Coahoma County, Mississippi, more particularly described as follows:

Lots Numbered One (1) to Ten (10), inclusive, in Block Eleven (11) of the Dolan and Peacock Oakhurst Addition to the City of Clarksdale, Coahoma County, Mississippi.

Witness my hand this April 28th, 1924.
W. P. HOLLAND.

Revenue Stamps for $.50 attached and canceled.

State of Mississippi,
Coahoma County.

Before me, N. B. Sessions, the undersigned authority within and for the County and State aforesaid, this day personally appeared the within named W. P. Holland, who acknowledged that he signed and delivered the within and foregoing instrument on the day and date therein mentioned.

Witness my hand and seal of office this the 29th day of April, 1924.

N. B. SESSIONS,
(Seal) Notary Public.

Filed for Record May 6, 1924, at 10 o'clock A. M.
Recorded May 6th, 1924, Book 76, page 441.

57	Recording	.20
	C. & F.	.55
	Abst.	1.50
		$2.25

Y. E. HOWELL,
Clerk.

58 EXHIBIT G.

) W. P. Holland
to
Florence Holland. Warranty Deed.

This indenture, made by and between W. P. Holland, party of the first part, and Florence Holland, party of the second part, witnesseth:

That for the consideration of Five Thousand ($5,000.00) Dollars, cash in hand paid, the receipt of which is hereby acknowledged, the party of the first part does hereby convey and warrant unto the party of the second part a one-fourth interest in the following described tracts or parcels of land, to-wit:

All that part of Sections Five (5), Six (6), Seven (7) and Eight (8) lying north of the Yazoo-Mississippi Delta Levee and between said levee and the River, said Sections being in Township Twenty-six (26), Range Six (6) West, Coahoma County, Mississippi; also all of that part of the North half (N½) of Section Twelve (12) and that part of the Southeast Quarter (SE¼) of Section Twelve (12) lying West of the Yazoo-Mississippi Delta Levee; also all

that part of the South Half (S½) of Section Thirteen (13) lying West of the said levee right-of-way, and all that part of the Northeast Quarter (NE¼) of Section Thirteen (13) lying between the levee right-of-way and Lake Charles, and all of the Southwest Quarter (SW¼) of the Northwest Quarter of Section Thirteen (13), all of the East Half (E½) of Section Fourteen (14), and the Northeast Quarter (NE¼) of Section Fourteen (14), all of said land in Sections (12), Thirteen and Fourteen (13 and 14), being in Township Twenty-six (26), Range Seven (7) West, all of the above described land being in Coahoma County, Mississippi. Also all that part of the West Half (W½) of Section Twenty-four (24),
59 and that part of the West Half (W½) of Section Twenty-five (25) and that part of Section Thirty-six (36) except the Southwest Quarter thereof, lying West of the right-of-way of the Mississippi levee; also all of fractional Section Thirty-five (35) and the Southeast diagonal Half of Section Twenty-six (26), Range Seven (7) West, Bolivar County, Mississippi, there being embraced in the entire tract Twenty-two Hundred (2200) acres, more or less, being a part of what was formerly known as the Eldridge Plantation conveyed by the United States Lumber and Cotton Company to the said Oscar G. Johnston.

To have and to hold the said one-fourth interest in the said premises unto the said party of the second part, her heirs and assigns, in fee simple forever.

Witness my signature, this 20th day of July, 1921.

W. P. HOLLAND.

State of Mississippi,
County of Coahoma.

Personally appeared before me, the undersigned Notary Public, in and for the State and County afore-

said, the within named W. P. Holland, who acknowledged that he signed and delivered the foregoing deed on the day and year therein mentioned.

Given under my hand and seal this the 20th day of July, 1921.

N. B. SESSIONS,
(Seal) Notary Public.

$5.00 Rev. Stamp affixed.

Filed for Record the 22nd day of July, 1921, 1 P. M.
Recorded the 22nd day of July, 1921.

Rec. Fee	1.00
Cert. & F.	.55
Abst'ing	2.10

Y. E. HOWELL,
Clerk.
60 By A. C. JOHNSTON, D. C.

Recorded in Land Deed Book 13, page 43.

Indorsed: Filed July 23, 1928. J. J. Vance, Clerk; Celia Cook Davis, D. C.

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61 SUPPLEMENTARY BILL AND APPLICATION FOR A RECEIVER.

(Title Omitted.)

No. 129 in Equity.

And now comes Sterling B. Cramer, plaintiff in the above styled cause, and reiterating and alleging

all and singular the facts and statement of facts as set forth in the Original Bill filed herein, and praying for all and singular the relief prayed for in the Original Bill herein, and in addition thereto shows the following facts and prays for the relief herein asked for, to-wit:

I.

62 Plaintiff shows to the Court that in the Original Bill in paragraph 12 thereof there is a prayer for the appointment of a receiver of all the property, both real, personal and mixed, of the defendant, Florence T. Holland, and further allegations in said bill are to the effect that all of said property now owned and held by the said Florence T. Holland is in reality the property of W. P. Holland, or has been so inter-mixed and inter-mingled with the property of Florence T. Holland, that it is necessary that a receiver be appointed to take charge of the property, both real and personal, wheresoever situated, in order to preserve the same for the plaintiff.

II.

Plaintiff further shows to the Court that in various ways, in addition to the allegations set forth in the Original Bill, said Mrs. Florence T. Holland, through the agency of her husband, W. P. Holland, has transferred and attempted to hide from the creditors of W. P. Holland and her creditors a large part of the estate of said W. P. Holland which has already been transferred fraudulently to her, an instance of which is this:

As alleged in the Original Bill, under paragraph 15, page 24 thereof, the facts are set forth which show that the Missouri State Life Insurance Company had a large judgment against W. P. Holland recovered in

this Honorable Court, and that thereupon they filed a bill in Cause No. 4043 in the Chancery Court of the Second Court District of Coahoma County, Mississippi, to set aside the very identical fraudulent transfers which are complained of in the Original Bill in this cause, and it is alleged in the Original Bill herein that a fraudulent compromise was reached in the said Cause 4043 by the payment to the said Missouri State Life Insurance Company of approximately $75,000.00 by the said Florence T. Holland, and that the said Florence T. Holland and one Lacey Townes, her brother, and the said W. P. Holland con-
63 spired together to both becloud the record and defeat and defraud creditors by having Lacey Townes, a brother of Florence T. Holland, purchase with the money of W. P. Holland held by Florence T. Holland a judgment of approximately $300,000.00 due to the said Missouri State Life Insurance Company by the said W. P. Holland, so that the said Lacey Townes might appear to be the owner of a judgment of approximately $300,000.00, which should appear to be superior to the judgment of the plaintiff and to the claims of the other creditors of the said W. P. Holland. Plaintiff in said paragraph in the Original Bill alleged that the said Lacey Townes was a mere go-between, that he did not put up any money of his own, but only used the money of Florence T. Holland, and that for said compromise the said Missouri State Life Insurance Company thereupon transferred to the said Lacey Townes its judgment against the said W. P. Holland, and that thereafter the said Lacey Townes held said judgment against the said W. P. Holland, but in reality the said judgment belonged to the said Florence T. Holland for the use and benefit of said W. P. Holland and was merely taken in the name of the said Lacey Townes so as to have the records show that Lacey Townes held a judgment against the said W. P. Holland for a large

amount, which judgment was of date long prior to plaintiff's judgment, and plaintiff further alleged that the holding of said judgment by said Lacey Townes was wholly fictitious and void, but in truth and in fact the said Florence T. Holland, using the money of the said W. P. Holland, had through the instrumentality of the said Lacey Townes purchased the said judgment in reality to protect the said Holland and the property of the said Holland in her hands, and to further defeat and defraud the creditors of the said W. P. Holland and especially plaintiff, who was a creditor. Plaintiff now shows to the Court that since the filing of the Original Bill herein a
64 further fraudulent transfer of said judgment has been made, to further defeat and defraud the creditors and to becloud the record in this:

That the said Lacey Townes, after hearing of the filing of the Original Bill in this cause and becoming afraid of his position therein, demanded that he be relieved from his false position, and thereupon in order to relieve the said Lacey Townes and to further transfer the said judgment and property, the following acts and things were done, as this plaintiff is informed and believes, to-wit:

The first fraudulent compromise with the Missouri State Life Insurance Company in Cause No. 4043, as your plaintiff is informed and believes, occurred in this manner:

One Jake Fink had purchased from the said Missouri State Life Insurance Company a plantation in Coahoma County, Mississippi, on which he owed the Missouri State Life Insurance Company a large amount of money, to-wit: approximately $175,000.00. The said Jake Fink was not coercible and practically insolvent, and the property, which was the only se-

curity the Missouri State Life Insurance Company held for the payment of its $175,000.00, was not worth exceeding $100,000.00. Therefore, the plan was conceived and carried out that instead of Mrs. Holland paying the Missouri State Life Insurance Company in the compromise of its suit against her approximately $75,000.00 in cash that the payment should be made in this way:

Lacey Townes should purchase from the Missouri State Life Insurance Company the said Jake Fink Plantation at and for the price of approximately $175,000.00, though the said property as alleged was not worth exceeding $100,000.00; that the said Lacey Townes should pay $55,000 in cash on said purchase and give his notes amounting to $119,222.00 for the balance of purchase price of said plantation, and that the said deferred payment of $119,222.00 should be evidenced by four (4) notes, to-wit: one note
65 for $7,948.13 due December 1st, 1928, one note for $3,974.07 due December 1st, 1929, one note for $3,974.07 due December 1st, 1929, and one note for $103,325.73 payable in annual installments of $7,948.13 due annually on December 1st, 1930, and thereafter until the same should be fully paid.

Plaintiff is informed and believes that Mrs. Florence T. Holland furnished, through the Planters National Bank of Clarksdale, Mississippi, of which she is the President, or through the Planters Trust & Savings Bank, a savings bank adjunct of the said Planters National Bank, the sum of $55,000 in cash for the use of the said Lacey Townes in purchasing the said Jake Fink Plantation, and in addition thereto the said Florence T. Holland indorsed of the above notes that note for $7,948.13 due December 1st, 1928, and those two other notes for $3,974.07 each due December 1st, 1929, set forth above. In that way the said

Florence T. Holland paid to the Missouri State Life Insurance Company, through the instrumentality of the said Lacey Townes, approximately $70,862.26.

Plaintiff alleged in the original bill, and now here alleges, that the said compromise of said suit and the purchase of the said property by the said Lacey Townes was a fraud in law, and in fact for the purposes aforesaid, and plaintiff is informed and believes that said fraud was carried out by the Missouri State Life Insurance Company deeding to Lacey Townes the said Jake Fink Plantation by deed recorded in Book 15, page 64, of the record of land deeds for the First Court District of Coahoma County, Mississippi, for the consideration of $55,000.00 and $119,222.00 deferred payments as above stated, reference to which is here made, and a copy thereof will be produced at the hearing hereof. Thereupon Lacey Townes executed to the Missouri State Life Insurance Company a deed of trust on said property which is recorded at Book 28, page 555, of said records of land deeds,

66 which said deed of trust secured the balance of the said $119,222 deferred purchase price thereof.

Plaintiff is informed and believes that as a further part of the scheme to carry out the said fraudulent transfer of said judgment and property as aforesaid, an assignment was made by the Missouri State Life Insurance Company of date the 20th day of September, 1927, conveying and assigning to the said Lacey Townes that certain judgment owned by the Missouri State Life Insurance Company as against the said W. P. Holland for approximately $240,000.00 and interest thereon for several years, and thereafter further carrying out said fraudulent scheme and transfer of said judgment and property, plaintiff is informed and believes that the said Lacey Townes requested the said Florence T. Holland and W. P. Holland that he be relieved from further liability and responsibility

therein, whereupon plaintiff is informed and believes the said Florence T. Holland and W. P. Holland caused the said Lacey Townes to execute a deed to the Oakhurst Company, a corporation organized for the use and benefit of the said Florence T. Holland and W. P. Holland, transferring the said property known as the Jake Fink Plantation to the said Oakhurst Company for the consideration of $100,000, the said Oakhurst Company assuming the indebtedness owed by the said Lacey Townes to the Missouri State Life Insurance Company, and releasing the said Lacey Townes from further liability thereon, and plaintiff is informed and believes that the said Lacey Townes also transferred and assigned to the Oakhurst Company, or to some other person or company unknown to plaintiff, the said judgment of $240,000 with interest aforesaid, amounting to $300,000.00 owned by the Missouri State Life Insurance Company and held by it originally against the said W. P. Holland. Plaintiff alleges in regard to the Oakhurst Company that the same was organized on February 20th, 1928, with an authorized capital stock of $300,000; that the incorporators were N. B. Sessions, confidential friend of said W. P. Holland and
67 Florence T. Holland, and cashier of the Planters National Bank, of which Mrs. Florence T. Holland is President; and plaintiff is informed and believes that the said N. B. Sessions put no money of any kind, character or description in said corporation; that the other incorporators of said Oakhurst Company were Lacey Townes, a brother-in-law of the said W. P. Holland and brother of said Florence T. Holland, and plaintiff is informed and believes that the said Lacey Townes put no money of any kind, character or description in the said corporation, and the last incorporator of said corporation was W. D. Garner, the brother-in-law of the said Florence T. Holland and said W. P. Holland, and plaintiff is in-

formed and believes that the said W. D. Garner neither subscribed for stock nor put any money of any kind, character or description in said corporation, but if any money was ever put in said corporation by either one of the three incorporators aforesaid, it was the money of the said Florence T. Holland placed in their hands by the said Florence T. Holland for the purpose of organizing the Oakhurst Company, a corporation, an instrument which the said Florence T. Holland and W. P. Holland might from time to time transfer, fraudulently, such of their property that they could in order to further defeat and defraud the creditors of the said Florence T. Holland and the said W. P. Holland.

As another instance of fraudulent transfers and to further show the utility of the Oakhurst Company to the defendant Florence T. Holland for the purpose of fraudulent transfers, plaintiff now shows that the said Florence T. Holland has converted certain notes and indebtedness belonging to her to the Oakhurst Company, being the Company above mentioned, and especially that property described as follows, to-wit:

North Half of Southwest Quarter and Southwest Quarter of Southwest Quarter of Section 17, South Half of Southeast Quarter and Southeast Quarter of Southwest Quarter of Section 20; all of Section 21; all of Section 22; West Half of Northwest Quarter of Section 27; Northwest Quarter of Northeast Quarter and Northeast Quarter of Northwest Quarter of Section 28; all in Township 27, Range 4 West. East Half of Section 24 in Township 27, Range 5 West in County of Coahoma; and also all of Sections 19, 20 and 21; Lots 1, 2, 3, and 4 of Section 28, and Lot 1 in Section 29, all in Township 26, Range 1 West, Quitman County, Mississippi.

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Plaintiff alleges that the method and manner of the transfer of her interest in this property to the Oakhurst Company was procured by foreclosures of certain deeds of trust which the said Florence T. Holland either actually and legally owned, and having the property thereunder, transferred and sold by such foreclosures to the Oakhurst Company, thereby hiding the interest of the said Florence T. Holland in said property. The method and manner of the foreclosures are peculiarly known to the said Florence T. Holland and/or her agent W. P. Holland, acting for her in said schemes and devices, and therefore the plaintiff is unable to set out herein in detail the exact nature of such transfers; but plaintiff is informed and believes that the effect of the organization of said corporation and the subsequent transfer to it of the property now owned by it was to defeat and defraud creditors and an attempt to hide from creditors the property and money and the judgment aforesaid held by Florence T. Holland under fraudulent transfers to her from her husband, W. P. Holland.

Plaintiff is further informed and believes that certain notes aggregating $25,000.00 secured by deed of trust recorded in book 55, page 402, being 69 the notes of W. K. Herrin, et al., payable to or made for the benefit of W. P. Holland, et al., were fraudulently transferred on October 15, 1921, by marginal note on the record of said deed of trust. The said page, said transfer being prima facie fraud because not reciting any consideration and being a transfer from W. P. Holland to his wife, Florence T. Holland, made on October 15, 1921, but alleged to be carrying out a transfer sale of said notes theretofore made on February 2, 1921. Plaintiff on information and belief charges the fact to be that the said notes so transferred and assigned by the said W. P. Holland to the said Florence T. Holland was a fraudulent transfer both in law and in fact. In order

to avoid the payment of the plaintiff in his just claim and to defeat creditors generally, the plaintiff is further informed and believes that a further step made in the fraudulent conspiracy to hide said transfer of said note was taken as shown by the records of land sales, mortgages and transfers in Coahoma County, Mississippi, by having the property which was conveyed by said deed of trust and having part of the purchase price of which the said $25,000.00 in notes were given foreclosed by fraudulent foreclosure and sold to the said Oakhurst Company by deed of date, March 13, 1928, recorded at page 8 of book 97 of the Record of Land Mortgages for the Second Court District of Coahoma County, Mississippi, and by various other fraudulent sales, transfers and foreclosures which will be shown by the proof on the trial of this cause. In this manner, plaintiff is informed and believes that more than $50,000.00 worth of property has been fraudulently transferred to the said Oakhurst Land Company, not including the transfer to it of the property known as the Jake Fink property hereinbefore referred to.

Plaintiff is further informed and believes that in the further effort to defeat and defraud creditors and especially the plaintiff, the said Mrs. Flor-
70 ence T. Holland has, through her agent, W. P. Holland, caused to be made upon her books of account which have been kept by and under the direction of her husband, W. P. Holland, certain false fraudulent alterations and entries and the said books mutilated so as to show falsely the results thereof amounting in aggregate to more than $750,000.00, which said changes, mutilations and alterations are apparently of recent nature and all done as the plaintiff is informed and believes for the express purpose and with the intent then and there to hinder delay and defraud the creditors of the said W. P. Hol-

land and of the said Florence T. Holland, who is possessed as aforesaid of all the property originally belonging to the said W. P. Holland.

The plaintiff further alleges upon information and belief that the said Florence T. Holland, through her husband, W. P. Holland, is now engaged in large gambling speculations on the various exchanges and boards of trade throughout the United States, using in such hazardous undertakings the very money and property as collateral security for such operations here involved in this suit. Plaintiff alleges that such gambling speculations are extremely hazardous and that there is great danger that the property involved here in this suit may be lost or again transferred and assigned so that the plaintiff, even though he should recover a judgment herein, will be without remedy.

The plaintiff herein reiterates and alleges all of the facts alleged in the original bill filed herein and again prays for all of the relief asked for therein and herein, and in addition thereto, plaintiff prays that the Oakhurst Company, the corporation aforesaid, be made a party hereto for the purpose of having relief granted against it, the plaintiff prays a judgment may be given against the said Oakhurst Company for any and all property found to be in its hands as
71 illegally and fraudulently transferred to it by any of the defendants hereto and if said property is not in its hands but has been sold and any of said money and/or property mingled with the property of the Oakhurst Company then such judgment be given against it personally as trustee for plaintiff and plaintiff prays that Your Honor grant a process to be issued to the said Oakhurst Company commanding it to appear at a time fixed by law then and there to plead, answer or demur hereto and that upon the final hearing Your Honor give such judgment herein against it and the other defendants as to equity may seem meet and plaintiff prays for general relief.

The plaintiff alleges that on account of the matters and things alleged in the original bill and herein and as will appear from the proof, the plaintiff is entitled to the immediate appointment of a receiver herein to take charge of the estate of the said Florence T. Holland, which estate plaintiff alleges consists principally, as he is informed and believes, of the property fraudulently transferred to her by her said husband, W. P. Holland. Wherefore, plaintiff prays that Your Honor set a day for the hearing of this motion, for the appointment of a receiver and that after due notice given to such of the defendants as may be necessary for said hearing that Your Honor appoint a receiver herein to take charge of and conserve the corpus of this said estate of the said Florence T. Holland for the benefit of the plaintiff and all properties concerned and that said receiver be appointed with all the powers, duties, privileges and authorities usually accorded and given to receivers in such cases and that said receiver be given the power, right and authority to sue for and recover such of the properties as may be found in the hands of persons other than the said Florence T. Holland and the further right to intervene in any and all suits wherein the title to any of said properties is in controversy and do such other acts and things as may be deemed by this Court necessary to conserve the estate and to prevent further transfers, assignments thereof or losses by speculation and gambling.

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Plaintiff attaches hereto certain interrogatories which it prays may be answered under oath by the several parties defendant within the time required by law.

Respectfully submitted,
MAYNARD, FITZGERALD
& VENABLE,
Attorneys for Plaintiff.

State of.....
County of.....

This day personally appeared before me, the undersigned, a duly qualified and acting Notary Public in and for the County and State aforesaid, Gerald Fitzgerald, agent and attorney for S. B. Cramer, plaintiff, who, having been by me first duly sworn, states on oath that the matters and facts alleged in the foregoing supplemental bill and application for a receiver, are true as therein stated, and that those matters and facts alleged on information and belief affiant believes to be true.

Affiant further states that his principal lives more than 500 miles from the place of trial of this cause and hence is not present to make this affidavit personally but that affiant is authorized to make said affidavit as agent and attorney for the plaintiff.

GERALD FITZGERALD.

Sworn to and subscribed before me, this the 18th day of December, 1928.

E. J. MULLEN,
Notary Public.

(Seal)

73 INTERROGATORIES TO BE PROPOUNDED TO PRESIDENT OF THE OAKHURST COMPANY.

No. 1. Please produce stock books and all books of accounts, ledgers, and cash books, banking books and statements showing capital stock paid in, when paid in, by whom paid in, and whether said stock was issued for cash and/or in exchange for property.

No. 2. Also produce minute books of the corporation since its organization, up to this date.

No. 3. Please file, under oath, statement from your books showing when each share of stock was issued therein, and for what consideration, whether cash money, property or notes, attaching a copy of any and all notes and description of property received by the Company in payment of stock.

No. 4. Please attach statement of all bills receivable and bills payable, whether heretofore paid or now unpaid, which have been issued by or received by the Company since its organization.

No. 5. Please state whether the Oakhurst Company now claims to be the owner of that certain judgment granted in favor of the Missouri State Life Insurance Company as against W. P. Holland in the District Court of the United States for the Delta Division of the Northern District of Mississippi, at the January Term, 1923, thereof, and if you state that the Company does claim to be the owner, please attach an assignment thereof, or copy of the same, and state the consideration paid therefor by the Company.

Filed Jan. 8, 1929.

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74 (Title Omitted.)

This cause coming on this day to be heard on motion of the Canal Bank & Trust Company that it be permitted to intervene in the above styled cause; and the Court having heard and considered the same, is of the opinion that the motion should be, and it is hereby, sustained.

This the 27 day of February, 1929.

E. R. HOLMES,
District Judge.

Filed March 4, 1929.

(Title Omitted.)

To the Honorable Allen Cox, Judge of the United States District Court, for the Division and District aforesaid:

Come intervener, Canal Bank & Trust Company, a banking corporation organized and existing under and by virtue of the laws of the State of Louisiana, with domicile and place of business in New Orleans, Louisiana, leave of this Honorable Court having first been obtained, and files herewith its petition of intervention in the above styled cause, and respectfully shows to the Honorable Court as follows:

I.

That at all times hereinafter mentioned your intervener was, and now is, a banking corporation and body politic, organized and existing under and by virtue of the laws of the State of Mississippi, with domicile in the City of New Orleans.

II.

76 This is an action in equity as against Florence T. Holland, a resident citizen of Clarksdale, Coahoma County, Mississippi; Planters National Bank, of Clarksdale, Mississippi, a banking corporation organized under and by virtue of the Acts of Congress of the United States of America of June 2., 1874, with domicile in Clarksdale, Coahoma County, Mississippi; the Peoples Bank of Jonestown, a banking institution organized and existing under the laws of Mississippi, domiciled at Jonestown, Second Court District of Coahoma County, Mississippi; the Planters Trust & Saving Bank a banking institution organized and existing under and by virtue of the laws of the State of Mississippi, domiciled at Clarks-

dale, Mississippi, Second Court District of Coahoma County, Mississippi; Bank of Lula, a banking institution organized and existing under and by virtue of the laws of the State of Mississippi domiciled at Lula, Second Court District of Coahoma County, Mississippi, Progressive State Bank, a banking institution organized and existing under and by virtue of the laws of the State of Mississippi, with domiciled at Tutilwer, Tallahatchie County, Mississippi; Bank of Hollandale, a banking institution organized and existing under and by virtue of the laws of the State of Mississippi, with domicile at Hollandale, Washington County, Mississippi; Paul Holland, Mary H. Hays, and Rubye Hays Thompson, all resident citizens of Hollandale, Washington County, Mississippi; Planters Manufacturing Company, a corporation organized under and by virtue of the laws of the State of Mississippi, domiciled in the Second Court District of Coahoma County, Mississippi; Bank of Ruleville, a banking institution organized and existing under the laws of the State of Mississippi, with domicile at Ruleville, Sunflower County, Mississippi; F. M. Owens, a resident citizen of the First Court District of Coahoma County, Mississippi; L. C. Townes, a resident citizen of Clarksdale, Second Court District of Coahoma County, Mississippi, all said parties defendant being resident citizens of the Northern District of the State of Mississippi for the holding of United States Courts; the Oakhurst Company, a corporation organized and existing under and by virtue of
77 the laws of the State of Mississippi, with domicile at Clarksdale, Coahoma County, Mississippi; the Government of the United States, intervener herein, a corporation sovereign and body politic, domiciled in the City of Washington, District of Columbia.

III.

Your intervener further alleges that this is an action in equity wherein the intervener is a resident citizen of the State of Louisiana, on the one part, and the defendants are resident citizens of the State of Mississippi, having their domiciles and residences within the Northern District of Mississippi for the holding of United States Court, and the intervener, the United States Government, having its domicile and residence in the City of Washington, District of Columbia, and the amount involved herein is in excess of Five Thousand Dollars ($5,000.00), exclusive of interest and costs; that this intervention is a suit of a civil nature filed for the purpose of enforcing and foreclosing a judgment lien owned by this intervener, the Canal Bank and Trust Company, as against the property involved in this action.

IV.

Intervener would respectfully show to the Court that on the third day of November, 1928, the intervener procured a judgment as against W. P. Holland, a copy of which is herewith filed, marked Exhibit "A" and prayed to be made a part hereof as if fully copied herein. The said judgment appears at page 235, Minute Book 7, of the Minutes of the Chancery Court for the Second Court District of Coahoma County, Mississippi.

V.

78 Intervener alleges that after the procurance of the said judgment the said intervener caused a certain execution to be issued on said judgment as against the said W. P. Holland, but that the Sheriff of Coahoma County, to whom the execu-

tion was given, has returned the same "nulla bona", not having found anything belonging to the said W. P. Holland upon which said execution could be levied, a copy of which said execution, with return thereon, is herewith filed as Exhibit "B" and prayed to be made a part hereof as if fully copied herein.

VI.

Intervener now shows to the Court that W. P. Holland is and has been for more than fifteen years, last past, the husband of the defendant, Florence T. Holland, and that the defendant is indebted to the intervener in the sum hereinbefore set forth, to-wit: the sum of Ninety-eight Thousand Six Hundred Eighty-one Dollars and Ninety-seven Cents ($98,581.97), with 6% interest thereon from and after the 15th day of December, 1927; that the said W. P. Holland is now insolvent.

VII.

Intervener alleges that the indebtedness herein sued for arose on or about the 16th day of December, 1920, and was for money loaned by the intervener to W. P. Holland, evidenced by a note of Five Hundred Thousand Dollars ($500,000.00), of date December 16, 1920. Intervener alleges that said loan of said money to the said W. P. Holland was based on a statement made by the said W. P. Holland to the intervener of his financial worth before and on said date and upon the reputation of the said W. P. Holland, said reputation being based on statements made by the said W. P. Holland as to his financial worth before and on said date, and the intervener relying upon the reputation of the said W. P. Holland that he was at that time time worth exceeding Three Million
79 Dollars ($3,000,000.00) advanced said money on the basis of credit as aforesaid in addition to the collateral attached to the said note.

VIII.

Intervener further shows that for more than twenty years prior to June 19th, 1922, the said W. P. Holland was connected with a banking institution formerly existing in this county known as the Planters Bank, Clarksdale, Mississippi, and that for more than twelve years prior to the year 1920, said W. P. Holland was the President of said Bank, and as such President, had sole charge of the affairs and operation thereof; intervener further shows that the said Holland in his managing and control of the affairs of said bank, and of his own affairs, was a highly successful business man.

Intervener further shows that during the year 1920, and for many years prior thereto, the said Holland owned or controlled a majority of the stock in the Planters Bank, which stock intervener alleges on information and belief, to have been highly valuable stock at said time, worth upon the open market in excess of Three Hundred Dollars ($300.00) per share, and the holdings of the said Holland being worth upon the market in excess of Fifty Thousand Dollars ($50,000.00).

Intervener further shows that in addition thereto the business activities of the said Holland in connection with the operation of said Planters Bank, he, the said Holland, for many years prior to the year 1920, was engaged in various and sundry investments, stock operations and other business enterprises not necessary here to detail, except that intervener shows that during said period to 1920, the said Holland was commonly known as a large operator upon the New York and Chicago Stock Exchange and the New Orleans and New York Cotton Exchanges and the Chicago Grain Exchange, being engaged in operations upon all of such exchanges of buying and selling stocks and bonds, cotton and grain and other commodities.

Intervener shows that during said period prior to the year 1920 said W. P. Holland was, as aforesaid, highly successful in his ventures and operations upon the several mentioned herein and by reason of his industry and foresight, acquired a vast amount of property which should be subjected to the debts of the said Holland by the decree of this Court; intervener shows that in addition to the activities of the said Holland upon the said exchanges, he was connected with various and sundry local banking and other institutions organized for profit, and in each and all such institutions with which he was connected, he exercised the control thereof; intervener further shows that up to said year 1920, the vast majority of the property of the said Holland was invested in the stocks and bonds and other negotiable securities easily transferrable by indorsement and delivery, and that he had not to any appreciable extent acquired holdings of lands in this and other counties of the Mississippi Delta; intervener alleges upon information and belief that at the beginning of said year 1920 the said Holland was an immensely rich man; because, as aforesaid, of his industry and ability, and that the total aggregate of his holdings and property amounted to more than Three Million Dollars ($3,000,000.00) in excess of his liabilities, which said property, as aforesaid, was invested in the stocks of sundry local corporations to some extent, and most largely invested in the stocks of great industrial corporations, whose stocks and bonds are commonly sold upon the said Exchanges; intervener is unable to state with any degree of accuracy definitely the amount and number of shares of stock owned by Holland in the several corporations in which, during the time prior to 1920, he had his said immense fortune invested.

81 IX.

Intervener further shows that during the period of time following the opening of the great war in Europe,

a period of war inflation opened in this country; that prices of all products and stocks were inflated, and that after the signing of the Armistice ending hostilities in said war in November, 1918, there swept over this country what is known as the War Boom; intervener further shows that the community surrounding the City of Clarksdale was in the midst of said War Boom and that prices of lands and the agricultural products produced in the Mississippi Delta advanced to almost unbelievable heights; that during all of said period, the said Planters Banks vastly extended its obligations in and around Clarksdale, Mississippi, and extended its loans to its borrowing customers to tremendous sums; that there was feverish activity in the purchase and resale of lands in the Mississippi Delta; that lands advanced from a value of approximately Fifty Dollars ($50.00) per acre to Two Hundred Dollars ($200.00) and Three Hundred ($300.00) Dollars per acre; intervener shows that it was necessary for the said Planters Bank and the said Holland in financing and furnishing the monies necessary to carry out the transactions of its customers in the purchase and sale of lands, to procure monies from foreign sources, including banks located in New York, Chicago, and other metropolitan cities of this country and intervener shows that said monies were procured by the pledge by said Planters Bank of its credit and bills receivable as collateral thereto, and that said indebtedness of said Planters Bank increased to its said several creditors so that during the first part of the year 1920, the said Planters Bank was indebted to its several creditors in an aggregate amount in excess of Fourteen Million ($14,000,000.00) Dollars; intervener would further show that this boom, referred to,

82 following the great war burst in the first part of the year 1920 and that the conditions became gradually more serious as said year progressed; that said Holland, as the President and

as a Director of the said Planters Bank, realized in the fore part of the year 1920, that the said Bank would not be able to withstand the shock of deflation and realized that he was personally liable to the several creditors of the Bank for the debts due them, because of the mismanagement of the affairs of said Bank, as well as his own creditors; said Holland further realized that unless he should take some false and fraudulent means and procure by some means the transfer of his vast holdings of property, the same would become subjected to sale for the payment of the debts and liabilities as aforesaid of said Holland, and especially intervener's debt; intervener also shows that at said time the said Holland realized that in addition to the sundry liabilities that he then owed to the several creditors of said Planters Bank, that he would be called upon by those Banks holding the debts and obligations of the Planters Bank to personally guarantee and underwrite the payment of such obligations and that also in order to keep the said Bank operating during the year 1920 it would be necessary that he pledge his personal credit in order to borrow monies from persons and corporations to be used by him in connection with the affairs of said Bank, and at said time intervener alleges that also said Holland realized that unless some steps were taken that his said vast fortune might be consumed in the repayment of such obligations then existing and which might necessarily arise out of the condition then facing the said Holland, but that judgments might and would be taken against him on his indebtedness.

X.

Intervener shows that with the circumstances as then existing, the said W. P. Holland and defendant, Florence T. Holland, then and thereupon
83 conceived a scheme and entered into a conspiracy whereby they would transfer and

place all of the property then owned by said W. P. Holland nominally in the name of the defendant, Florence T. Holland, and thereby place the same beyond the reach of your intervener and the other creditors of the said Holland.

Intervener shows that during the month of January, 1920, the said Holland was the owner of a great number of shares of stock in excess of Thirty Thousand in one of the great industrial corporations of this country known as the Texas Oil Company; that in pursuance of the scheme aforesaid and in order to place the property beyond the reach of the creditors of the said Holland, he, the said Holland, caused to be sold upon the said New York Stock Exchange a great number of his shares of stock in the said Texas Oil Company, and intervener shows that during the month of February, 1920, he, the said Holland, received from the proceeds of the sale of his stock in the said Texas Oil Company an aggregate amount of One Million One Hundred Thirty-three Thousand Four Hundred Ten and 34/100 Dollars ($1,133,410.34); that said stock as aforesaid was sold through the brokers of the said Holland upon the said New York Exchange and the proceeds of such sale were remitted to the said Holland in Clarksdale, in this County, and were deposited by said Holland in the said Planters Bank to the credit of said Holland; intervener shows, however, that this constituted relatively a small part of the vast estate of said Holland;

Intervener further shows that the manner and means of the transfer of the said part of said property of the said Holland from himself to the defendant, Florence T. Holland, consisted in this:

That the said Holland did cause the said Planters Bank to transfer and sell sundry of its bills receivable, being the notes and obligations of its customers,

84 payable to it, ostensibly to the defendant, Florence T. Holland, but that the purchase price of said notes would be paid by the said W. P. Holland, So, intervener shows that on May 19th, 1920, as an instance of the effectuation of said scheme and conspiracy, the said Holland caused the said Planters Bank, he being the President thereof, and in control of the affairs of the same, ostensibly to transfer and sell to the defendant, Florence T. Holland, sundry of the said bills receivable of the said Bank of the value of and purchase price of One Hundred Eighty-one Thousand Two Hundred Forty-nine and 36/100 ($181,249.36) Dollars; that likewise on May 20th of said year said Holland caused the said Bank likewise ostensibly to sell to the said Florence T. Holland sundry other bills receivable of the said Planters Bank of the value of and at the purchase price of Four Hundred Twenty-five Thousand Seven Hundred Ten and 30/100 Dollars ($425,710.30); intervener shows that the purchase price of said receivables was all paid out of the said account and deposit of the said W. P. Holland, and that the nominal transfer thereof to the name of the defendant, Florence T. Holland, was made with the intent, and has had the effect of, hindering, delaying and defrauding creditors in the collection of the just indebtedness due to them; intervener further shows that during the months of July, August, September, October, November December of 1920, and during the month of January 1921, the said Holland continued to cause the said Bank ostensibly to transfer sundry of its bills receivable to the said defendant, Florence T. Holland, for the purpose aforesaid, and under the conditions aforesaid, so that intervener shows that during said period of time the said Holland caused the said Bank ostensibly to sell to the said defendant, Florence T. Holland, an aggregate of its

bills receivable of One Million Fifty-seven Thousand Five Hundred Eighty-nine and 63/100 Dollars ($1-057,589.63); intervener shows that ostensibly the said Florence T. Holland proceeded to collect and/
85 or sell the said receivables and convert the proceeds of the collection and/or sale of the same to her individual use and benefit, but plaintiff shows in equity that the proceeds of said fraudulent transfers and the re-investment thereof and the increment therefrom are subject and liable to the debts and obligations in this Court of the said W. P. Holland.

Intervener further shows that although the said W. P. Holland owned comparatively a small amount of real property within the jurisdiction of the Court, that at said time, he the said Holland, did own several pieces of real property within said jurisdiction, of a highly valuable nature, and that the nominal transfers of said property to the said defendant, Florence T. Holland, was a part and parcel of the said scheme and conspiracy to divest the said Holland of all and every kind and character of property, subject to its debts and obligations, and thereby hinder, delay and defraud the creditors of the said Holland; intervener shows that in pursuance of said scheme and conspiracy, on May 1st, 1920, the said W. P. Holland, made, eexcuted and delivered to the defendant, Florence T. Holland, a deed of gift, which deed is recorded in Book 63, at page 142 of the land deed records of Coahoma County, Mississippi; inintervener shows that by said deed of conveyance for the consideration of natural love and affection, the said Holland conveyed to the defendant, Florence T. Holland, the following described property in Coahoma County, Mississippi, to-wit:

That certain tract of land lying along the right bank of the Sunflower River, described as follows:

Beginning at a store on the west boundary line of Section Fourteen, eight hundred sixty feet due north of the corner of Sections Fourteen, Fifteen, Twenty-two and Twenty-three; thence south sixty degrees forty-five minutes east, three hundred forty-six feet to a point, which is the point of be-
86 gining of the following described land; thence due north three hundred twenty-five feet to the center of Sunflower River; thence eastwardly following the thread of the center line of said river to the point of intersection of said center line with the north line of Second Street; of the City of Clarksdale; thence south seventy-five degrees thirty minutes west two hundred eighty feet to the southeast corner of the Fire Station lot on the north side of Second Street thence north fourteen degrees and thirty minutes west, thirty feet to the northeast corner of said lot; thence south seventy-five degrees and thirty minutes west and parallel to the north line of said Second Street sixty feet to the northwest corner of said Fire Station lot on the east line of Dorr Avenue; thence north thirty-one degrees and fifteen minutes west along the east line of Dorr Avenue, five hundred feet to a point; thence north forty-two degrees and forty-five minutes west, three hundred feet on the east line of Dorr Avenue; thence north thirty degrees and fifteen minutes west one hundred forty feet on the east line of Door Avenue; thence north one degree and forty-five minutes west two hundred feet to a point on the east line of Riverside Avenue; thence nine degrees and forty-five minutes east one hundred feet to a point on the east line of Riverside Avenue; thence north twenty-three degrees fifteen minutes east one hundred feet to a point on the east line of Riverside Avenue; thence north four degrees and forty-five minutes east five hundred eighty feet to a point on the east line of Riverside Avenue; thence north twenty degrees

and forty-five minutes west one hundred feet to a point in the east line of Riverside Avenue;
87 thence north fifty-five degrees and fifteen minutes west one hundred feet to a point on the north side of Riverside Avenue; thence north fifty-six degrees and fifteen minutes west one hundred sixty feet to a point on the north side of Riverside Avenue; thence north seventy-seven degrees and fifteen minutes west seven hundred feet to a point on the north side of Riverside Avenue; thence north seventy-nine degrees and fifteen minutes west one hundred feet to a point on the north side of Riverside Avenue; thence North seventy-seven degrees and fifteen minutes west one hundred feet to a point on the north side of Riverside Avenue; thence north seventy-eight degrees and forty five minutes west one hundred seventy feet to a point on the north side of Riverside Avenue; thence north seventy eight degrees and fifteen minutes west six hundred feet to a point; on the north side of Riverside Avenue; thence north eighty-one degrees and fifteen minutes west two hundred seventy feet to a point on the north side of Riverside Avenue; thence South three degrees and twenty-five minutes west one hundred twenty feet to a point on the west side of Riverside Avenue; thence south twenty-five degrees and forty-five minutes west three hundred feet to a point on the west side of Riverside avenue; thence south thirty-four degrees and forty-five minutes west three hundred feet to a point on the west side of Riverside Avenue; thence south thirty-six degrees and thirty minutes west two hundred forty feet to a stake on the east side of Oakhurst Avenue; which is also the point of beginning. This tract contains 41.51 acres, of which 11.71 acres is situated in Lot
88 Twelve of Section Fourteen, 23.36 acres situated in Lot Thirteen of Section Fourteen and 6.44 acres situated in Lot two of Section Twenty-three, all in Township Twenty-seven, Range Four, west.

All Lot Six, containing 38.41 acres and all that part of Lot nine, lying north of the center line of Mill Bayou; containing 29.21 acres, except five acres heretofore conveyed to Coahoma County on May 20th, 1909, by deed recorded in Book 24 at page 301 of the Record of Land Deeds in the office of the Chancery Clerk of said County at Clarksdale, Mississippi, and except three acres conveyed to M. K. Wildberger by deed dated November 21st, 1919, and not yet of record, which said three acres is described as follows: Beginning at an iron stake in the line dividing Sectional Lots Eight and Nine, about two hundred feet north of the center line of Mill Bayou; thence north along the dividing line between said lots eight and nine a distance to give a frontage of two acres to an iron stake; thence west a distance to give a depth of 1 1/2 acres to an iron stake; thence south parallel to said dividing line between said Lots Eight and Nine a distance to give a length of two acres, to an iron stake; thence east and perpendicular to the dividing line between said Lots Eight and Nine to the iron stake at the point of beginning. The total acreage herein conveyed being 67.62 acres and all being in Section Fourteen, Township Twenty-seven, Range Four West; also three acres in the southeast corner of Lot Nine north of Mill Bayou, in Section Fourteen, Township Twenty-seven, Range Four, West, more particularly described as
89 follows: Beginning at a stake in the line dividing Lots Eight and Nine about two hundred feet from the center of Mill Bayou and north of said Bayou; thence north along the dividing line between said Lots Eight and Nine a distance to give frontage of two acres to an iron stake; thence west a distance to give a depth of 1 1/2 acres to a stake; thence south parallel to the dividing line between Lots Eight and Nine aforesaid to a stake; a distance to give a depth of two acres; thence east and perpendi-

cular to the dividing line between Lots Eight and Nine to a point of beginning; also the following described property situate in the City of Clarksdale, County and State aforesaid, to-wit, Lot One and the eastern half of Lot Two; Lot Six and the eastern half of lot five, all in Block Sixteen in Oakhurst Subdivision, Lots Numbers Three and Four and the East Half of Lot Five and the west Half of Lot Two of Block Sixteen of Oakhurst Subdivision. Lots Fifteen, Sixteen, Seventeen and Eighteen in Block Fifteen in the Dolan and Peacock Oakhurst Addition. Lots One and Two in Block Nine in the Oakhurst Subdivision.

A copy of which said deed is filed with original bill marked Exhibit D to the original bill and filed therewith, and made a part hereof, as if fully copied herein. Reference to the same is here made. Intervener shows that said property is, as aforesaid, highly valuable property, located within the corporate limits of the City of Clarksdale, and was, and is, now of the value in excess of Forty Thousand ($40,000.00) Dollars;

90 Likewise, intervener shows that on September 27th, 1920, the said W. P. Holland, in pursuance of the said scheme and for the purpose aforesaid, purported to convey to the said Florence T. Holland by deed recorded in Book 63 at page 328 of said records, the following described land in Coahoma County, Mississippi, to-wit:

Undivided one-half interest in all of Section Seven and the West Half of Section Eight, Township Twenty-six, Range Four, West, and the East Half of the Southeast Quarter of Section One, and the East Half of the East Half of Section Twelve, Township Twenty-six, Range Five, West, commonly known and referred to as Harahan Plantation, all lying and being in the Second Judicial District of Coahoma

County, Mississippi, and comprising in all 1192.71 acres, less 5.02 acres heretofore conveyed as right-of-way of the Yazoo & Mississippi Vallay Railroad Company and less eight acres lying south of the county road, running east and west and in the southern extremity of the aforesaid property, which is the land claimed by J. W. Cutrer and herein conveyed comprising in all 1179.71 acres, more or less.

A copy of said deed is filed with the original bill hereof, marked Exhibit "E" to the original bill and filed therewith, and made a part hereof as if fully copied herein, reference to the same being here made intervener shows that the recited consideration for said conveyance was love and effection, and that the said interest in said property conveyed by said deed was extremely valuable, being of a value in excess of Forty Thousand Dollars ($40,000.00) which said interest intervener shows the said defendant, Florence T. Holland has converted and used for her own use and benefit.

Intervener also shows that likewise on
91 April 28th, 1924, in pursuance of said scheme and conspiracy, the said W. P. Holland, by deed recorded in Book 76, at page 441 of said records, sold and conveyed to the said defendant, Florence T. Holland, the following described real property in Coahoma County, Mississippi, to-wit:

Lots numbered One to Ten, inclusive in Block Eleven of the Dolan and Peacock Oakhurst Addition to the City of Clarksdale, Coahoma County, Mississippi.

A copy of which said deed is filled with the original bill and marked Exhibit "F" thereto, and made a part hereof as if fully copied herein, reference to the same being here made; intervener further shows that the consideration recited in said deed last aforesaid

is One Dollar ($1.00) paid, which intervener shows was a mere nominal consideration and not a valuable one, and that no consideration whatsoever was paid for said deed;

Intervener further shows that the real property sold and transferred by the said W. P. Holland to the said Florence T. Holland by the several conveyances heretofore mentioned and consisted of all the real property within the jurisdiction of this Court owned by said W. P. Holland, but intervener shows that in addition thereto, the said W. P. Holland owned sundry promissory notes executed by sundry persons, payable to said Holland and secured by liens upon real property in this County, and that the said Holland in order to completely effectuate his said scheme and purpose, transferred all of said notes to the said Florence T. Holland under circumstances similar to those heretofore recited;

Intervener shows that on October 15th, 1921, the said Holland being then the owner of ten notes of Two Thousand Five Hundred Dollars ($2,500.00) each, executed by W. K. Herrin and W. K. Herrin, Jr., payable to said Holland, and secured by deed of trust recorded in Book "55" at page 402 of said records entered upon the margin of said
92 record a notation reciting the transfer of said notes to the said defendant, Florence T. Holland, on February 2nd, 1921, which said notation is duly attested by Y. E. Howell, Clerk; intervener shows that said notation is duly attested by Y. E. Howell, Clerk, and recited the receipt of value for said assignment, but that as a matter of fact no value was paid, and that said last mentioned assignment aforesaid was merely colorable and for the purpose aforesaid.

Intervener also shows that on July 20th, 1921, the said W. P. Holland purported to convey to said Florence T. Holland by deed recorded in Book 13, at page 43, of the Land Deed records of this County, at Friars Point, Mississippi, to-wit:

One-fourth undivided interest in all that part Sections Five, Six, Seven and Eight, Township Twenty-six, Range Six, lying North of the Yazoo & Mississippi Delta Levee and between the levee and the river, also all that part of the North Half of Section Twelve and that part of the Southeast Quarter of Section Twelve, west of the Yazoo & Mississippi Levee, and all that part of the South half of Section Thirteen west of said levee and all that part of the Northeast Quarter of Section Thirteen between the levee and Lake Charles, and all of Southwest Quarter of the Northwest Quarter of Section Thirteen; all of the East Half of Section Fourteen and the Northeast Quarter of the Northwest Quarter of Section Fourteen; all of said lands in Sections Twelve, Thirteen and Fourteen being in Township Twenty-six, Range Seven, West, Coahoma County also that part of the West Half of Section Twenty-four and that part of the West Half of Section Twenty-five, and that part of Section Thirty-six, except the southwest quarter thereof lying west of the right-of-way of the
93 Mississippi Levee; also all of fractional section Thirty-five and the southeast diagonal half of Section Twenty six, Range Seven, West, Bolivar County, Mississippi, there being embraced in the entire tract 2220 acres more or less, being a part of what was formerly known as the Eldridge Plantation, conveyed by United States Lumber & Cotton Company to Oscar Johnson.

A copy of said deed is filed with the original bill and marked Exhibit "G" thereto, and made a part

hereof as if fully copied herein, reference to the same being here made; intervener shows that the consideration recited in said deed is the sum of Five Thousand ($5,000.00) Dollars, but intervener shows that no consideration was ever paid and that the same was totally and wholly voluntary and was made as aforesaid with the intent to effectuate the scheme and conspiracy herein outlined.

XI.

Intervener shows that in addition to the properties heretofore mentioned, transferred by said W. P. Holland, in pursuance of said scheme and conspiracy, the said W. P. Holland owned other vast holdings as aforesaid in corporations, evidenced by the shares of stock of said corporations, but intervener is not able to state with accuracy the kind and number of sale; intervener charges on information and belief, however, that the stocks so owned were of the value in excess of One Million ($1,000,000.00) Dollars and that the same were transferred by simple indorsement and delivery, without consideration, by the said W. P. Holland to the said Florence T. Holland, and thereafter such transfers were entered upon the books of such corporations; intervener further shows that it is advised and so believes that at said time, to-wit, during the year 1920, the said W. P. Holland had sundry accounts and deposits with banks and other
94 persons, forms and corporations, non-resident to this state, and that he, in pursuance of said scheme, proceeded to transfer and deliver or assign such accounts and debts of such firms, persons, and corporations nominally to the name of the defendant, Florence T. Holland. All of this was done, as intervener alleges in pursuance of the said scheme and conspiracy and with the effect of accomplishing

the purpose of hindering, delaying and defrauding creditors in the collection of their just debts and obligations.

Intervener shows that by means of the several transfers herein mentioned, that the said W. P. Holland transferred, without consideration, to the defendant, Florence T. Holland, his whole estate, including all of his property, both real, personal and mixed, and thereby, as aforesaid, nominally placed the same beyond the reach of creditors of said W. P. Holland.

XII.

Intervener shows that since the years 1920 and 1921, the defendant, Florence T. Holland, being nominally the owner of the property so transferred to her by said W. P. Holland, has nominally proceeded to transact business and invest and reinvest the proceeds of the property so transferred to her. As a matter of truth and in fact, plaintiff alleges that all of such transactions, as will be hereinafter mentioned, have been handled exclusively through the instrumentalities of the said W. P. Holland and that in law and in this Court of equity, such transactions have really been W. P. Holland, doing business and transacting business under the assumed name of Florence T. Holland; that in such manner, the said Florence T. Holland has operated upon the stock and grain exchanges heretofore mentioned, has acquired vast amounts of real property in this, and adjoining counties, has become the owner of the large amounts of stocks in the corporations made defendants
95 hereto; that the monies necessary to carry
o all of such business operations and transactions were all acquired through the transfers heretofore mentioned and that such transactions hereinafter mentioned have been done and had with the purpose and intent of further hindering, delaying

and defrauding creditors in the collection of their just debts and obligations, and that the properties hereinafter mentioned as nominally resting in the name of the defendant, Florence T. Holland, are simply the result of the re-investment of the property of W. P. Holland and are subject to the debts and obligations of the said W. P. Holland. Intervener shows that the proceeds of the said fraudulent transfers hereinbefore mentioned have been intermingled and commingled with such property as might have been owned by the defendant, Florence T. Holland, prior to said transfers, in such a manner that it is impossible to segregate one from the other, and intervener shows that it is entitled to subject not only the properties transferred by such conveyances hereinbefore mentioned to the payment of its debts, but in addition thereto, all of the increment and interest and enhancement in value thereof.

Intervener shows that with the proceeds of said transfers nominally the defendant Florence T. Holland, has heretofore purchased, and is now nominally the owner of stock in the defendants, Planters National Bank, of Clarksdale, Planters Trust & Savings Bank, Progressive State Bank, Bank of Hollandale, and Planters Manufacturing Company; intervener is unable to state to this Court the exact number of shares or the value thereof, nominally owned by said Florence T. Holland in said corporations, or either of them, but intervener alleges on information and belief that the nominal holdings of the said Florence T. Holland in said corporations exceed in value the sum of Two Hundred Fifty Thousand Dollars ($250-000.00).

96 XIII.

Intervener shows that in addition to the investment of a great majority of the proceeds of the trans-

fers made by said Holland to defendant, Florence T. Holland, in negotiable and transferrable property, a small portion or part thereof has been invested and reinvested in real property located in this, and adjoining counties, of the Mississippi Delta; intervener shows that he is not advised of each and every part and parcel of said real property because he shows that the title to some parts is vested in the names of persons and corporations other than the defendant, Florence T. Holland, which vestment of title was, and is, made by said Holland and said Florence T. Holland with the purpose or intent of further hindering, delaying and defrauding intervener and other creditors. Intervener shows, however, that the title to all of the real property hereinbefore described is now outstanding in the name of the defendant, Florence T. Holland, with the exception of that property described in the deed made Exhibit "G" to the bill of complaint, which intervener shows has been nominally sold and conveyed to the defendant, F. M. Owens, and the purchase price secured by vendor's lien and the lien of a deed of trust purporting to be in favor of the defendant, Florence T. Holland, evidenced by two negotiable promissory notes of said Owens, payable to said Florence T. Holland of the aggregate principal amount of Fifty Thousand Dollars ($50,000.00).

Intervener shows that in addition to the property hereinbefore described, the following described property is nominally owned by the defendant, Florence T. Holland, in this County, to-wit:

Beginning at southwest corner of North Half of Northwest Quarter of Section Twenty-eight, Township Twenty-eight, Range Three, West, running thence north along western boundary of said Section Twenty-
eight, and the western boundary line of said
97 Section Twenty-one, to a point where boundary line of said Section Twenty one inter-

sects the south boundary line of a public road, leading from Clover Hill to Jonestown, thence in a northeasterly direction along southerly boundary line of said public road to a point where the said southerly boundary line of the said public road intersects the westerly boundary line of a ditch or canal known as the Swan Lake Lateral Ditch or Canal of Black Lake Drainage District, thence in a southerly direction following the westerly boundary line of said lateral ditch or canal to a point where said line intersects the south boundary line of said section twenty-two, thence in a westerly direction following the southern boundary line of Section Twenty-two, and south boundary line of section twenty-one, to the northeast corner of North Half of Northwest Quarter of Section Twenty-eight, thence in a southerly direction along in eastern boundary line of the North Half of Northwest Quarter of Section Twenty-eight, to the southwest corner of said North half of Northwest Quarter of Section Twenty-eight; thence west along south boundary line of the North Half of Northwest Quarter of Section Twenty-eight to point of beginning, the tract herein conveyed, North Half of Northwest Quarter of Section Twenty-eight, and all that part of section Twenty-two lying west Lateral Ditch or Canal south of public road, and all that part of section twenty-one lying south of public road, containing in the aggregate 290 acres, more or less. West Half of West Half of Section Twenty-seven and Northeast Quarter and South Half of Northwest Quarter and North Half of Southwest Quarter and Southeast Quarter of Southwest Quarter and West Half of
98 Southeast Quarter and Southeast Quarter of Southeast Quarter of Section Twenty-eight, and northeast Quarter of Northwest Quarter and North Half of Southeast Quarter of Northwest Quarter and North Half of Northeast Quarter and North Half of the south line of Northeast Quarter of Section

Thirty Three and Northwest Quarter of Northwest Quarter and North Half of Southwest Quarter of Northwest Quarter of Section Thirty-four, Township Twenty-eight, Range Three, West, containing 880 acres.

Intervener further shows that the said W. P. Holland is the President of and in control of the defendant, Planters Trust & Savings Bank, and that he has caused the title to the following described property in this County, to-wit:

All of Sections Twenty-one and Twenty-two; South half of Southeast Quarter and Southeast Quarter of Southwest Quarter of Section Twenty; North Half of Southwest Quarter and Southwest quarter of Southwest Quarter of Section Seventeen and West Half of Northwest Quarter of Section Twenty-seven, all in Township Twenty-seven, North, Range Four, West, and East Half of Section Twenty-four, Township Twenty-seven, Range Five, West,

to be vested in the said defendant, Planters Trust & Savings Bank, trustee. Intervener shows that as a matter of truth and in fact, the defendant, Florence T. Holland, claims to own an interest, the exact extent of which is unknown to your plaintiff in said property but which intervener alleges on information and belief to be a one-third undivided interest therein and that said interest in said property is one of the results of the re-investment of the property transferred by said W. P. Holland to the said Florence T. Holland;

Intervener further shows that nominally the title to the following described property is now
99 vested in the defendant, Florence T. Holland:

West Half of West Half of Southeast Quarter of Section Three, and Northwest Quarter of Northeast Quarter and East Half of Northeast Quarter of Northwest Quarter of Section Ten, all in township Twenty-six, North, Range Three, West, Coahoma County, Mississippi,

and that said property is also a part of the result of said scheme and conspiracy.

XIV.

Intervener alleges as aforesaid the large part of the property which is the result of the scheme and conspiracy herein outlined to the Court is now invested in property easily and quickly transferrable to bona fide purchasers for value, and is subject to be placed beyond the reach of intervener; that intervener is advised and so charges the facts to be that it is entitled to have the appointment of, and it is the duty of this Court, to order the appointment of a receiver of all of the property, both real and personal and mixed, of the defendant, Florence T. Holland, which said receiver shall be directed to take into his possession and to deal with in accordance with the orders of this Court, all of said property, and that the said Florence T. Holland should be directed by the decree and order of this Court to turn over and deliver to said receiver all of said property;

Intervener further shows that it is without remedy at law, and that it is entitled to have the issuance of a writ of temporary injuction, enjoining the said defendant, Florence T. Holland, from making any transfer whatsoever of any part or parcel of her property,
pending the outcome and settlement of this
100 litigation; that the said other defendants named herein should be, by said writ of in-

junction, enjoined from consenting or allowing the transfer of any stock or stocks in the said defendants, or either of them, now nominally outstanding in the name of the defendant, Florence T. Holland.

XV.

Intervener now shows that each and all of said transfers herein mentioned were and are fraudulent and void, and made as aforesaid with intent to hinder, delay and defraud your intervener and other creditors, and have had the effect thereof, and should be, by order of this Court, declared to be null and void, and for naught held, and that a decree of this Court be entered, granting and impressing in favor of your intervener a lien upon all of the property of the defendant, Florence T. Holland, whether herein specifically described or not, for the satisfaction of the indebtedness due intervener by said defendant, and that a Commissioner of this Court be appointed, with direction to sell said property in the manner provided in said decree for the satisfaction of the indebtedness so due to your plaintiff.

XVI.

Intervener would show to the Court that all of the fraudulent transfers heretofore alleged as having been made by the said W. P. Holland to his said wife, Florence T. Holland, and others, were made either after or in anticipation of his liability for indebtedness to intervener and other creditors; that the said W. P. Holland had made representations to creditors, upon which the creditors each and all relied; and that he, the said W. P. Holland, was worth personally in good and solvent securities and property an amount exceeding $3,000,000.00, over and above any and all indebtednesses which he, the said Holland, owed or

101 was liable for to any person; that the creditors of said Holland, relying upon these assurances and believing that the said Holland was solvent, accepted said assurances and extended credit to the said Planters Bank, and to the said W. P. Holland, who was at that time President of the Planters Bank, and extended and renewed indebtednesses for the said Holland and the said Planters Bank on the assurances and representations of the said Holland, when in truth and in fact the said Holland was then about to, or had already transferred, or since transferred every cent in money, stocks, bonds, securities and property to his wife, the said Florence T. Holland, with the intent upon their part, of him, the said W. P. Holland, and her, the said Florence T. Holland, to defeat and defraud the creditors of their just demands and indebtednesses; so that, whereas before and during the years 1919, 1920, and 1921, the said W. P. Holland was worth exceeding $3,000.000.00, and was the President of the Planters Bank of Clarksdale, Mississippi, and the said Florence T. Holland was possessed of very little money and personal property and real estate, it now appears that the said Florence T. Holland is exceedingly rich and worth more than $2,000,000.00; that she is now the President of the Planters National Bank, Clarksdale, Mississippi, and owns all the property, money, and assets formerly belonging to said W. P. Holland, while the said W. P. Holland transacts all of the business of her, the said Florence T. Holland, and is in active charge and the Vice-President of the said Planters National Bank, operating the same for the said Florence T. Holland, and the said W. P. Holland is daily, with acumen, shrewdness and business ability, adding to and building up the fortune, which in truth and in fact belongs to him, but is nominally in the name of his said wife, Florence T. Holland, held, as intervener alleges, by her in trust for the creditors of W.

P. Holland as aforesaid, and in this connection intervener alleges that if for any reason it is impossible to identify and show beyond doubt that such of
102 the property now in the hands of the said Florence T. Holland is the exact property in kind and nature as heretofore transferred to her by him, the said W. P. Holland, nevertheless, intervener alleges that in equity this Court ought and will impress a lien upon the property of every kind and description in the hands of the said Florence T. Holland, which may be the usufruct, interest, principal, and/or result of any and all property of every kind and character, which may have heretofore, or hereafter may be, transferred by the said W. P. Holland to his said wife, Florence T. Holland, fraudulently as aforesaid.

XVII.

The intervener alleges that the said W. P. Holland has likewise fraudulently transferred at various times property, money, and/or valuable things to his sister, Mrs. Mary H. Hays, and to his niece, Ruby Hays, now Ruby Hays Thompson, having conducted business in the names of both of these ladies for his own benefit and in order to defeat and defraud creditors of the said W. P. Holland of their just debts.

Intervener is not familiar with each and every transaction as above set out, as to the exact detail thereof, but here and now alleges and asserts that the said W. P. Holland carried on a large part of his business with Gray & Wilmerding, of New York, the said firm being brokers in New York City, in the name of the said Mary H. Hays, sister, and the said Ruby Hays, now Ruby Hays Thompson, niece aforesaid. Intervener would respectfully show that the said Mary H. Hays and said Ruby Hays, now Ruby Hays Thompson, should be made parties hereto for the express

purpose of giving an accounting as to what may or may not remain in their hands of the funds of the said W. P. Holland, as to how said transactions were carried on, and what, if any, disposition they made of the said funds and the business carried on in their names and with their consent for the special benefit of the said W. P. Holland, and in order to
103 screen from him the just demands of his creditors and defraud them and defeat their just claims.

Intervener alleges that as another step in the fraudulent transfer and conveyance of the property of the said W. P. Holland the said W. P. Holland, through his said wife, Florence T. Holland, has transferred and conveyed certain property, rights or choses in action to L. C. Townes, a brother of the said Florence T. Holland, in this:

That the Missouri State Life Insurance Company, a corporation of the State of Missouri, filed suit as against the said W. P. Holland for a large amount of money and joined the said Florence T. Holland in said suit, alleging therein as is alleged herein, that the said W. P. Holland, had fraudulently and unlawfully transferred and conveyed to the said Florence T. Holland large amounts of property and money in order to defeat the creditors of the said W. P. Holland, the said cause being No. 4043 on the docket of the Chancery Court of the Second Court District of Coahoma County, Mississippi;

Intervener would respectfully show to the Court that during the trial of the said cause and in order to further muddy the waters and transfer and dispose of the property of the said W. P. Holland, and in order to allow the said Florence T. Holland and the said L. C. Townes, her brother, to fraudulently claim a

large indebtedness as against the said W. P. Holland, and thereby defeat the creditors of the said W. P. Holland, the said Florence T. Holland, and the said W. P. Holland, defendants in said Cause No. 4043 on the docket of said Chancery Court, apprehending that a judgment would be gotten by the Missouri State Life Insurance Company, and that the facts alleged in said bill as to the fraudulent conveyance from W. P. Holland to Florence T. Holland would be demonstrated and performed, the said Florence T. Holland, W. P. Holland, and L. C. Townes entered into a fraudulent agreement whereby it was agreed that the said Florence T. Holland should pay in money, or other valuable things, to the Missouri State Life Insurance Company, an amount equal to
104 approximately $75,000.00, and that in turn the said Missouri State Life Insurance Company should transfer to L. C. Townes, a brother of Florence T. Holland, all rights, title and interest in and to the claim or choses in action of the Missouri State Life Insurance Company against the said Florence T. Holland and W. P. Holland, and thereby creating a claim on the part of the said L. C. Townes as against W. P. Holland and Florence T. Holland to the extent of approximately $300,000.00, with interest, which claim intervener alleges is wholly and entirely fictitious and fraudulent, and said agreement further provided that the said L. C. Townes, brother of the said Florence T. Holland, should carry on and dispose of the suit of the Missouri State Life Insurance Company against W. P. Holland and Florence T. Holland No. 4043 on the Chancery Court docket aforesaid.

Intervener alleges that the result of the said fraudulent conspiracy and combination between the said Florence T. Holland, W. P. Holland and L. C. Townes, was this: that the said L. C. Townes, without having

paid out any money or other valuable thing in any way, became seized and possessed of a fictitious and fraudulent claim against the said Florence T. Holland and W. P. Holland being the claim of the Missouri State Life Insurance Company for approximately $300,000.00 and interest, and that in truth and in fact the said Florence T. Holland purchased the said claim with her own money or other valuable thing, and agreed that the said L. C. Townes should be the ostensible owner thereof, so that in case creditors of the said W. P. Holland should sue him and the said Florence T. Holland, that the said L. C. Townes could appear to be the owner of a large claim of more than $300,000.00 which would be prior in point of time to the claim of any other creditor suing thereafter.

Intervener alleges that the suit of the Missouri State Life Insurance Company was founded on a judgment procured as against the said W. P. Holland by the Missouri State Life Insurance Company on the 27th day of January, 1923, for the sum of $240,-
105 524.02, with interest thereon at the rate of 6% per annum, said cause being No. 111 at law, in the United States Court for the Delta Division of the Northern District of Mississippi, and that the effect of said agreement is that the said L. C. Townes appears to be the owner of said judgment, as well as the right of action in Cause No. 4043, but intervener alleges that in truth and in fact he is not the owner thereof, but that the result of the said fraudulent transactions was that W. P. Holland, with his own money, in the name of his wife, purchased the judgment against himself for himself, and for his own use.

Wherefore, the intervener alleges that the said judgment now enrolled on the judgment roll of the Missouri State Life Insurance Company against W. P. Holland,

procured originally in the United States Court for the Delta Division of the Northern District of Mississippi, ought and should be canceled by order of this Court, and that the said L. C. Townes, and/or his grantee the Oakhurst Company, should be declared not to be the owner thereof or to have any interest therein, and the said Florence T. Holland should be declared by decree of this Court not to be the owner thereof, or to have any interest therein, and, further that the judgment itself was canceled and wiped out by the fraudulent sale and transfer thereof as set forth above.

Wherefore, intervener prays that the said L. C. Townes be also summoned herein as a party hereto to answer under oath these allegations.

Intervener further shows to the Court that in various ways, in addition to the allegations hereinbefore set forth, the said Florence T. Holland, through the agency of her husband and others, has transferred and attempted to hide from the creditors of the said W. P. Holland and her creditors a large part of the estate of the said W. P. Holland re-transferred to her as aforesaid; that with reference to the above transfer alleged to have been made to Lacy C.
106 Townes a further fraudulent transfer of the said estate of W. P. Holland to further defeat and defraud the creditors and cloud the record as follows:

That the said Lacey Townes, after hearing of the filing of the Original Bill by S. B. Cramer, plaintiff, in this cause and becoming afraid of his position therein, demanded that he be relieved from his false position, and thereupon in order to relieve the said Lacey Townes and to further transfer the said judgment and property, the following acts and things were done, as this plaintiff is informed and believes, to-wit:

The first fraudulent compromise with the Missouri State Life Insurance Company in Cause No. 4043, as your plaintiff is informed and believes, occurred in this manner:

One Jake Fink had purchased from the said Missouri State Life Insurance Company a plantation in Coahoma County, Mississippi, on which he owed the Missouri State Life Insurance Company a large amount of money, to-wit: approximately $175,000.00. The said Jake Fink was not coercible and practically insolvent, and the property, which was the only security the Missouri State Life Insurance Company held for the payment of its $175,000.00, was not worth exceeding $100,000.00. Therefore, the plan was conceived and carried out that instead of Mrs. Holland paying the Missouri State Life Insurance Company in the compromise of its suit against her approximately $75,000.00, in cash, that the payment should be made in this way:

Lacey Townes should purchase from the Missouri State Life Insurance Company the said Jake Fink Plantation at and for the price of approximately $175,000.00, though the said property as alleged was not worth exceeding $100,000; that the said Lacey Townes should pay $55,000 in cash in said purchase and give his notes amounting to $119,222.00 for the balance of purchase price of said plantation, and that the said deferred payments of $119,222 should
107 be evidenced by four (4) notes, to-wit, one note for $7,948.13 due December 1st, 1928, one note for $3,974.07 due December 1st, 1929, one note for $3,974.07 due December 1st, 1929, and one note for $103,325.73 payable in annual installments of $7,948.13 due annually on December 1st, 1930, and thereafter until the same should be fully paid.

Intervener is informed and believes that Mrs. Florence T. Holland furnished, through the Planters National Bank of Clarksdale, Mississippi, of which she is the President, or through the Planters Trust & Savings Bank, a savings bank adjunct of the said Planters National Bank, the sum of $55,000 in cash for the use of the said Lacey Townes in purchasing the said Jake Fink Plantation, and in addition thereto the said Florence T. Holland indorsed of the above notes that note for $7,948.13 due December 1st, 1928, and those two other notes for $3,974.07 each due December 1st, 1929, set forth above. In that way the said Florence T. Holland paid to the Missouri State Life Insurance Company, through the instrumentality of the said Lacey Townes, approximately $70,862.26.

Plaintiff alleged in the original bill, and intervener now here alleges, that the said compromise of said suit and the purchase of the said property by the said Lacey Townes was a fraud in law, and in fact for the purpose aforesaid, and plaintiff is informed and believes that said fraud was carried out by the Missouri State Life Insurance Company deeding to Lacey Townes the said Jake Fink Plantation by deed recorded in Book 15, page 64, of the record of land deeds for the First Court District of Coahoma County, Mississippi, for the consideration of $55,000.00 and $119,222 deferred payments as above stated, reference to which is here made, and a copy thereof will be produced at the hearing hereof. Thereupon Lacey Townes executed to the Missouri State Life Insurance Company a deed of trust on said property which is recorded at Book 28, Page 555 of said records of land deeds, which said deed of trust secured the balance of the said $119,222 deferred purchase price thereof.

108

Intervener is informed and believes that as a further part of the scheme to carry out the said fraudulent transfer of said judgment and property as aforesaid, an assignment was made by the Missouri State Life Insurance Company of date the 20th day of September, 1927, conveying and assigning the said Lacey Townes that certain judgment owned by the Missouri State Life Insurance Company as against the said W. P. Holland for approximately $240,000.00 and interest thereon for several years, and thereafter further carrying out said fraudulent scheme and transfer of said judgment and property, plaintiff is informed and believes that the said Lacey Townes requested the said Florence T. Holland and W. P. Holland that he be relieved from further liability and responsibility therein, whereupon intervener is informed and believes the said Florence T. Holland and W. P. Holland caused the said Lacey Townes to execute a deed to the Oakhurst Company, a corporation organized for the use and benefit of the said Florence T. Holland and W. P. Holland, transferring the said property known as the Jake Fink Plantation to the said Oakhurst Company for the consideration of $100.00; the said Oakhurst Company assuming the indebtedness owed by the said Lacey Townes to the Missouri State Life Insurance Company, and releasing the said Lacey Townes from further liability thereon, and intervener is informed and believes that the said Lacey Townes also transferred and assigned to the Oakhurst Company, or to some other person or company unknown to intervener, the said judgment of $240,000 with interest aforesaid, amounting to $300,000 owned by the Missouri State Life Insurance Company and held by it originally against the said W. P. Holland, Intervener alleges in regard to the Oakhurst Company that the same was organized on February 20, 1928, with an authorized capital stock of $300,000; that the incorporators were N. B. Sessions, confidential friend

of said W. P. Holland, Florence T. Holland,
109 and cashier of the Planters National Bank,
of which Mrs. Florence T. Holland is President; and intervener is informed and believes that the said N. B. Sessions put no money of any kind, character or description in said corporation; that the other incorporators of said Oakhurst Company were Lacey Townes, a brother-in-law of the said W. P. Holland and brother of said Florence T. Holland, and intervener is informed and believes that the said Lacey Townes put no money of any kind, character or description in the said corporation, and the last incorporator of said corporation was W. D. Garner, the brother-in-law of the said Florence T. Holland and said W. P. Holland, and intervener is informed and believes that the said W. D. Garner neither subscribed for stock nor put any money of any kind, character or description in said corporation but if any money was ever put in said corporation by either one of the three incorporators aforesaid, it was the money of the said Florence T. Holland placed in their hands by the said Florence T. Holland for the purpose of organizing the Oakhurst Company, a corporation, an instrument which the said Florence T. Holland and W. P. Holland might from time to time transfer, fraudulently, such of their property that they could in order to further defeat and defraud the creditors of the said Florence T. Holland and the said W. P. Holland.

As another instance of fraudulent transfers and to further show the utility of the Oakhurst Company to the defendant, Florence T. Holland for the purpose of fraudulent transfers, intervener now shows that the said Florence T. Holland has conveyed certain notes and indebtednesses belonging to her to the Oakhurst Company, being the Company above mentioned, and especially that property described as follows, to-wit:

North Half of Southwest Quarter and Southwest Quarter Southwest Quarter of Section 17, South Half of Southeast Quarter and Southeast Quarter of Southwest Quarter of Section 20;

All of Section 21;

110 All of Section 22;

West Half of Northwest Quarter of Section 27;

Northwest Quarter of Northeast Quarter and Northeast Quarter of Northwest Quarter of Section 28;

All in Township 27, Range 4 West.

East Half of Section 24 in Township 27, Range 5 West in County of Coahoma; and also

All of Section 19, 20, and 21; Lots 1, 2, 3 and 4 of Section 28, and Lot 1 in section 29, all in Township 26, Range One West, Quitman County, Mississippi.

Intervener alleges that the method and manner of the transfer of her interest in this property to the Oakhurst Company was procured by foreclosures of certain deeds of trust which the said Florence T. Holland either actually and legally owned, and having the property thereunder, transferred and sold by such foreclosures to the Oakhurst Company, thereby hiding the interest of the said Florence T. Holland in said property. The method and manner of the foreclosures are peculiarly known to the said Florence T. Holland and/or her agent W. P. Holland, acting for her in said scheme and devices, and therefore the intervener is unable to set out herein in detail the exact nature of such transfers; but intervener is informed and believes that the effect of the organization of said corporation and the subsequent transfers to it of the property now owned by it was to defeat and defraud creditors and an attempt to hide from creditors the property and money and the judgment aforesaid held by Florence T. Holland under fraudulent transfers to her from her husband, W. P. Holland.

Intervener is further informed and believes that certain notes aggregating $25,000.00 secured by deed of trust recorded in book 55, page 402, being the notes of W. K. Herrin et al payable to or made
111 for the benefit of W. P. Holland et al., were fraudulently transferred on October 15, 1921, by marginal note on the record of said deed of trust at said page. Said transfer being prima facia fraud because not reciting any consideration and being a transfer from W. P. Holland to his wife, Florence T. Holland, made on October 15, 1921, but alleged to be carrying out a transfer sale of said notes theretofore made on February 2, 1921. Intervener on information and belief charges the fact to be that the said notes so transferred and assigned by the said W. P. Holland to the said Florence T. Holland was a fraudulent transfer both in law and in fact. In order to avoid the payment of the intervener in his just claim and to defeat creditors generally, the intervener is further informed and believes that a further step made in the fraudulent conspiracy to hide said transfer of said note was taken as shown by the records of land sales, mortgages and transfers in Coahoma County, Mississippi, by having the property which was conveyed by said deed of trust and having part of the purchase price of which the said $25,000.00 in notes were given foreclosed by fraudulent foreclosure and sold to the said Oakhurst Company by deed of date, March 13, 1928, recorded at page 8 of book 97 of the record of land mortgages for the second Court District of Coahoma County, Mississippi, and by various other fraudulent sales, transfers and foreclosures which will be shown by the proof on the trial of this cause. In this manner, intervener is informed and believes that more than $50,000.00 worth of property has been fraudulently transferred to the said Oakhurst Land Company, not including the transfer to it of the property known as the Jake Fink property hereinbefore referred to.

Intervener is further informed and believes that in the further effort to defeat and defraud creditors and especially the plaintiff the said Mrs. Florence T. Holland has through her agent W. P. Holland, caused to be made upon her books of account which have
112 been kept by and under the direction of her husband, W. P. Holland, certain false, fraudulent alterations and entries.

And the said books mutilated so as show falsely the results thereof amounting in aggregate to more than $750,000.00, which said charges, mutilations and alterations are apparently of recent nature and all done as the intervener is informed and believes for the purpose and with the intent then and there to hinder, delay, and defraud the creditors of the said W. P. Holland and of the said Florence T. Holland who is possessed as aforesaid of all the property originally belonging to the said W. P. Holland.

The intervener further alleges upon information and belief that the said Florence T. Holland, through her husband, W. P. Holland, is now engaged in large gambling speculations on the various exchanges and boards of trade throughout the United States, using in such hazardous undertakings the very money and property as collateral security for such operations here involved in this suit. Intervener alleges that such gambling speculations are extremely hazardous and that there is great danger that the property involved here in this suit may be lost or again transferred and assigned so that the intervener, even though he should recover a judgment herein, will be without remedy.

XVIII.

The premises considered intervener prays for the issuance of summons to all of the defendants herein-

before mentioned, viz: Florence T. Holland, Planters National Bank of Clarksdale, Peoples Bank of Jonestown, Planters Trust & Savings Bank of Clarksdale, Miss., Bank of Lula, Lula, Miss., Progressive State Bank, Tutwiler, Miss., Bank of Hollandale, Hollandale, Miss., Paul Holland, Mary H. Hays, Ruby Hays Thompson, Planters Manufacturing Company, Clarksdale, Miss., Bank of Ruleville, Ruleville, Miss., F. M. Owens, and L. C. Townes, and the Oakhurst
113 Company, Clarksdale, Miss., commanding them to appear at the time fixed by law before this Honorable Court, then and there to plead, answer or demur hereto, but not under oath, the oath or oaths to any answer or answers herein filed are hereby expressly waived.

XIX.

Intervener prays that in addition to the personal judgments herein prayed for that all of the property herein mentioned and referred to, whether fully described herein or not as having been transferred, assigned, sold and/or delivered by the said W. P. Holland to any other person may be held by this Court to have been so transferred, fraudulently, and such transfers to be void in toto, and that a lien be impressed on all of said property wherever the same may be found for the payment of the judgments against the said W. P. Holland; that wherever the said property cannot be located that the same is shown to have gone into the personal estate of any of the defendants that the personal judgments be given by this Court against such defendants for the full amount of money, property or other things so fraudulently received by them.

XX.

Intervener further prays that a preliminary injunction may issue from this Honorable Court restraining

the defendants and all of them, their agents, attorneys, employees, etc., from in any way selling, assigning, transferring and/or disposing in any way of any of the money, property, stocks, bonds and/or other things alleged to have been transferred to him or them by the said W. P. Holland either directly or indirectly, until further order of this Court.

The intervener herein reiterates and alleges all the facts alleged in the original bill filed herein by S. B. Cramer and of the amount of the bill allowed to be filed herein, and prays specifically for all
114 the relief prayed for therein and herein.

XXI.

And intervener prays for other, further and general relief in this cause as to equity may seem meet, and as the case may require, and as in duty bound intervener will every pray, etc.

....., Attorneys for Intervener.

State of Mississippi,
Coahoma County.

This day personally appeared before me, the undersigned duly qualified and acting Notary Public in and for the County and State aforesaid, ..., who having been by me first duly sworn states on oath that he is solicitor, agent and attorney-in-fact for the within named intervener in the foregoing bill of complaint, and that within the knowledge of affiant and affiant's principal, all the matters and facts set forth in the foregoing intervention are true and therein stated, and those set forth on information and belief affiant and his principal believe to be true.

.....

Sworn to and subscribed before me, this ... day of ....., 1929.

.....

Notary Public.

My commission expires .....

115 EXHIBIT "A".

M. B. 7/235.

Canal Bank & Trust Company, et al.,
vs.
Earl Brewer, et al.

This cause coming on this day to be heard in term time, upon the application and petition of the Canal Bank & Trust Company of New Orleans, Louisiana, that a judgment be entered herein as against W. P. Holland in the sum of $98,681.97 principal and interest as of December 15th, 1927, with interest thereon at the rate of 6% per annum from and after December 15th, 1927, & upon answer & proof taken, and it appearing to the Court that this cause has been finally settled as between all the parties save and excepting as between the Canal Bank and W. P. Holland, and that the question of the indebtedness and the entering of judgment as against the said W. P. Holland was especially reserved in the final decree in this cause to be entered after imputing and applying the credits due the said W. P. Holland, if any, by the said Bank;

And it appearing to the Court that the said W. P. Holland and the said Canal Bank & Trust Company have taken and stated an account as between them and the said W. P. Holland has admitted the said

above described indebtedness of $98,681.97 principal and interest as of December 15th, 1927, and has agreed that the said Canal Bank & Trust Company may proceed to judgment as against him for said amount and the written agreement signed by the said W. P. Holland, as follows:

"Clarksdale, Miss., December 15, 1927.
Canal Bank & Trust Company,
New Orleans, La.,

Gentlemen:

I do hereby agree that the disposition and administration by the Canal Bank & Trust Company and the Hibernia Bank & Trust Company of the
116 collateral attached of the collateral attached to my indebtedness evidenced by note of $500,-000.00 of date December 16th, 1920, and renewals thereof, and all applications of payments arising from the collection thereof, have been correctly and properly and efficiently administered by the said banks and/or either of them, and I further agree that there now remains due and owing to the Canal Bank & Trust Company and to the Hibernia Bank & Trust Company, both of New Orleans, La., on that certain indebtedness evidenced as aforesaid by my note of $500,-00.00 dated December 16th, 1920, and renewals thereof the sum of $98,681.97, being principal and interest to December 15th, 1927, which amount is hereby made and declared to be the stated amount due by me to them, and for which amount they may proceed to judgment as against me.

I hereby relinquish, release and discharge the said Bank from any claims for damages or liabilities of off-sets of any kind or character against said indebtedness.

Very truly yours,
W. P. HOLLAND."

O. K. GF.

The Court being fully advised in the premises, doth hereby adjudge and decree that the said W. P. Holland is indebted to the Canal Bank & Trust Company in the sum of $98,681.97, as of December 15th, 1927 & that the said Canal Bank & Trust Co. do have & recover from & of the said Holland said $98,681.97 with legal interest, and the said Holland is taxed with all costs herein of this decree not already paid, and from this date forward, for which let execution issue.

It is further ordered, adjudged and decreed that the Canal Bank & Trust Company is to retain and may enforce as collateral for such balance so found to be due all of the collateral of every kind and character attached to the said W. P. Holland note of $500,000.00 and renewals, with the special provisions, however, that the indorsement thereon of Earl Brewer and Ed Brewer is discharged, as provided in the Agreement of Counsel herein of December 15th, 1927.

117 Ordered, adjudged and decreed this 3rd day of November, 1928.

SAM I. OSBORNE,
Special Chancellor.

State of Mississippi,

Case No. 3851.

To the Sheriff of Coahoma County, in said State:

You are hereby commanded that of the real and personal estate of W. P. Holland you cause to be made the sum of Ninety-eight thousand, six hundred eighty-one & 97/100 Dollars adjudged and decreed to Canal Bank & Trust Company by the Chancery Court of 2nd Dist. Coahoma County, in the State aforesaid, at the October Term A. D. 1928 thereof, on the 3rd day of November, A. D. 1928 also interest at 6 per centum

on said sum from December 15th, 1927 until you shall make said money, and costs to amount of Five and 20/100 Dollars as taxed, and costs to accrue under this execution to be taxed by you, an abstract of said decree having been duly filed and enrolled in the office of the Clerk of the Circuit Court of the County of Coahoma in said State, on the ... day of ..... A. D. 19..., and proper request having been made for the issuance of this writ. You are further commanded to have said moneys before said Chancery Court on the 2nd Monday of April, A. D. 1929; and have there then this writ.

Given under my hand and official seal, and issued this the 5th day of February, A. D. 1929.

Y. E. HOWELL,
(Seal) Clerk of said Chancery Court.

Fees of Y. E. Howell, Clerk.

(a)	Filing and marking 3 paper	.15
(e)	Setting down for hearing 1 time	.10
(f)	Enrolling or recording 1 decree at 10c per 100 words	.75
(g)	Approving and taking 1 bond ..	.50
118 (i)	Entering 1 Sheriff's return	.10
(u)	Issuing 1 writ	1.00
Issuing 1 Subpoena for one witness		.50
1 certificate		.50
Total Clerk's Fees		$3.60

Fees of W. L. Matthews, Sheriff.

(f)	Entering & Return 1 writ	.50
(i)	Summoning 1 witness	.50
Total Sheriff's Fees		1.00

Fees of R. A. Myers, Circuit Clerk.

(c)	Filing and marking 1 papers	.10
(x)	Enrolling decree for first defendant ...	1.10
	Total Fees of Circuit Clerk	$1.10

Recapitulation.

Fees of Y. E. Howell, Clerk	3.60
Fees of W. L. Matthews, Sheriff	1.00
Fees of R. A. Myers	1.10
Grand Total	$5.70

Return.

After diligent search and inquiry I have been unable to find or locate any goods, effect, property or other thing upon which to levy the within writ.

This 4th day of March, 1929.

W. L. MATTHEWS, Sheriff,
By M. H. SCOTT, Deputy Sheriff.

Sheriff fees 50c.

State of Mississippi,
County of Coahoma.

I, Y. E. Howell, Clerk of the Chancery Court, in and for said County and State, hereby certify that this and the reverse side of this sheet contains a whole, true and correct copy of Execution on Enrolled Decree, in cause No. 3851, together with the return of the Sheriff, as the same appears on file in my office, at Clarksdale, Miss.

119 Witness my hand and official seal, this the 6th day of March, A. D. 1929.

Y. E. HOWELL,
(Seal) Clerk of the Chancery Court of Coahoma County, Miss.,
BEN JACOBSON, D. C.

Intervention Canal Bank & Trust Co. Filed August 21, 1929. Maynard, Fitzgerald & Venable, Lawyers, Clarksdale, Mississippi.

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120 ORDER.

(Title Omitted.)

This day there came on to be heard the application of the Canal Bank and Trust Company, et al., for leave to intervene as plaintiffs in the above-entitled cause, and the Court having considered said petition it is ordered that the same be and it is hereby allowed and the said Canal Bank and Trust Company, et al., are hereby admitted as plaintiffs in said cause.

Ordered this the 17th day of April, 1930.

E. R. HOLMES,
U. S. District Judge.

Filed April 17, 1930.

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121 INTERVENING PETITION.

(Title Omitted.)

Now comes the Canal Bank & Trust Company of New Orleans, Louisiana; Hibernia Bank & Trust

Company of New Orleans, Louisiana; Philadelphia National Bank of Philadelphia, Pennsylvania; Continental Illinois Bank & Trust Company of Chicago, Illinois; First National Bank of Boston of Boston, Massachusetts; Citizens & Southern National Bank of Atlanta, Georgia; Mississippi Valley Merchants State Trust Company of Saint Louis, Missouri; Irving Trust Company of New York, New York; National Bank of Kentucky of Louisville, Kentucky, Bank of America of New York, Bank of Commerce & Trust Company of Memphis, Tennessee; Chemical National Bank of New York, New York; and Hanover National Bank of New York, New York, herein called petitioners, joined herein by S. B. Cramer, original plaintiff in said cause, and file this, their intervention petition, leave having first been had and obtained of and from the Court so to do, and state the facts following, to-wit:

I.

Petitioners, on April 16th, 1930, recovered, in this Court, their several judgments against W. P. Holland in the amounts following, to-wit:

Canal Bank & Trust Company	773,340.41
Hiberna Bank & Trust Company	856,992.28
Philadelphia National Bank	597,751.19
Continuental Illinois Bank & Trust Company	917,735.45
122 First National Bank of Boston	584,774.93
Citizens & Southern National Bank	146,276.48
Mississippi Valley Merchants State Trust Co.	486,933.52
Irving Trust Company	1,242,147.15
National Bank of Kentucky	231,231.36
Bank of America	322,612.19
Bank of Commerce & Trust Company	212,684.65
Chemical National Bank	803,052.43
Hanover National Bank	305,047.74

II.

Petitioners state that the claims upon which the said judgments are founded arose in favor of each of said petitioners, respectively, on the dates following, to-wit:

Canal Bank & Trust Company, 4/1/20.
Hibernia Bank & Trust Company, 3/1/20.
Philadelphia National Bank, 3/22/17.
Continental Illinois Bank & Trust Company, 10/15/20.
First National Bank of Boston, 2/10/21.
Citizens & Southern National Bank, 2/10/21.
Mississippi Valley Merchants State Trust Co., 5/1/20.
Irving Trust Company, 2/10/21.
National Bank of Kentucky, 11/5/20.
Bank of America, 2/10/21.
Bank of Commerce & Trust Company, 10/1/19.
Chemical National Bank, 2/10/21.
Hanover National Bank, 9/20/2[illegible]

III.

Petitioners further state that abstracts of the several judgments aforesaid have been duly filed in the office of the Clerk of Circuit Court of Coahoma County at Clarksdale, Mississippi, and enrolled on the judgment roll as required by the laws of the United States and the laws of the State of Mississippi, and that, therefore, the said judgments constitute and are liens
123 upon the several properties described in the original bill of complaint on file herein and the several amendments thereto.

IV.

Petitioners state that executions have been issued upon said judgments and returned Nulla Bona.

V.

Said S. B. Cramer states that the original Bill of Complaint on file herein is a general creditors bill, and that he hereby expressly consents to the intervention of the said petitioners, and consents that they may intervene as aforesaid, and be accorded all the rights and privileges of plaintiffs in said cause.

VI.

Petitioners state that they are respectively citizens and residents of the several states wherein the several cities are located which are stated herein, and that diversity of citizenship exists between all of the petitioners on the one part and all of the defendants in the said above entitled cause on the other part, in that all of the defendants are residents and citizens of the State of Mississippi, and that there is involved in this controversy a sum or value in excess of Five Thousand ($5,000.00) dollars, exclusive of interest and costs.

Wherefore, petitioners as aforesaid, joined as aforesaid pray all relief for themselves sought in the Original Bill of Complaint and all amendments thereto on file herein.

GREEN, GREEN & POTTER,
MAYNARD, FITZGERALD & VENABLE,
ROBERSON & COOK,
SAM C. COOK,
Solicitors for above named parties.

124 State of Mississippi,
County of Coahoma,
City of Clarksdale.

Personally appeared before me, the undersigned Notary Public in and for the above City, County, and

State, Sam C. Cook, one of the solicitors for the parties named in the foregoing pleading, who on oath states that all facts stated in said petition are true of his own knowledge; that he makes this oath for and on behalf of said parties for the reason that all of said parties are non-residents of the State of Mississippi, and are not available for the purpose of making the same.

SAM C. COOK.

Sworn to and subscribed before me this 16th day of April, 1930.

LOUIS ARRINGTON,
(Seal) Notary Public.

Filed April 17, 1930.

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125 (Title Omitted.)

To the Honorable E. R. Holmes, Judge, etc.:

And now come the plaintiffs and show to the Court that in the evidence taken on the final trial in the above styled cause it appears that the defendant, Florence T. Holland, and her agent W. P. Holland, have during the pendency of this litigation and utterly disregarded the rights and privileges of the plaintiffs and the equities in this cause, and the dignity, power, and authority of this Honorable Court, and in contumacious and contemptious disregard thereof, have in order to further hinder and delay the creditors of the said W. P. Holland, done the following acts:

1. That the said defendant and her agent, W. P. Holland, conspiring together have during the pendency of this litigation and within the past few days fraudulently transferred to W. D. Garner, the brother-in-

law of the defendant, one thousand shares of stock of the Planters Bank of Clarksdale, Mississippi, described in the original bill filed herein, and on which by virtue of the law and the statute of the State of Mississippi, the plaintiffs claimed and had a lien from the date of the filing of this suit. The manner of such transfer, as shown by the evidence, was that the said W. P. Holland, agent of the defendant, and the fraudulent grantor of the original property described in the bill herein, still remaining in possession of the property which it is alleged he fraudulently transferred before the filing of the original bill, made a simu-
126 lated sale of said one thousand shares of stock to the said W. D. Garner, and took therefor the note or notes of the said W. D. Garner at a price Fifty Dollars ($50.00) per share less than the book value thereof, and at the same time took from the said W. D. Garner a written agreement that the defendant might buy back from said Garner "at the same price" (not even including interest and presumably for the surrender of the notes aforesaid) the said stock. The said W. P. Holland, agent as aforesaid, then attached the stock to the said notes and delivered the same to the Bank of Grenada, a corporation organized and doing business under the laws of the State of Mississippi domiciled at Grenada, Mississippi, and/or to J. T. Thomas, personally or as the president of said corporation, and alleges that he received therefor One Hundred Thousand Dollars ($100,000.00) in cash (the book value of such stock and plaintiffs believe the actual value being more than a Hundred Sixty Thousand Dollars ($160,000.00). In this connection plaintiffs allege that the said Bank of Grenada through its officers, and the said J. T. Thomas, personally had full and complete actual as well as constructive notice of the pendency of this litigation, and of all of the facts and circumstances surrounding the same.

2. Plaintiffs allege that the said defendant and her agent, W. P. Holland, took the said One Hundred Thousand dollars, as shown by the evidence already introduced before this Honorable Court, and in further disregard of the dignity, power and authority of this Court attempted to dissipate the same so as to further hinder and delay the plaintiffs and the equities of this Court by paying Forty Thousand Dollars thereof, it is alleged to J. T. Thomas, personally, or as president of the Bank of Grenada, for an old alleged indebtedness alleged to be due to the said Thomas by W. P. Holland, personally. The other Sixty Thousand dollars thereof to pay an indebtedness due the Grenada Bank, as it is alleged, for an indebtedness of the said Florence T. Holland, contracted, the plaintiffs now allege, with full knowledge on
127 the part of all parties of the pendency of this litigation and the equity of the plaintiffs, and contracted since the filing of the bill herein.

3. Plaintiffs allege that the defendant, Florence T. Holland and her said agent, W. P. Holland, so conspiring as aforesaid, have within the past few days under the circumstances aforesaid, in contemptuous and contumacious disregard of the power and authority of this Honorable Court transferred by simulated gift to Mrs. Anna T. Garner, the wife of the W. D. Garner mentioned above, more than Ninety Thousand Dollars ($90,000.00) of cash and negotiable security, mentioned and described in the original bill herein and on which the plaintiffs claim lien; that said transfer was wholly simulated and in fraud as aforesaid.

4. Plaintiffs allege that Florence T. Holland, the defendant and her said agent, W. P. Holland, conspiring together for the purposes aforesaid, and with the contemptious disregard etc., aforesaid, together

with Messrs. Butler, Lamb, Foster & Pope, their attorneys, and especially William E. Lamb both said attorneys lastly said having been admitted by this Court as officers of this Court the practice before this Honorable Court disregarding the rights of the plaintiffs herein and the power and authority of this Court have transferred, setover and assigned to the said William E. Lamb of the firm of attorneys aforesaid, apart of the trust fund herein sued for, to-wit: approximately Ninety Thousand dollars ($90,000.00) of said trust fund. Plaintiffs allege that the said attorneys and all the parties concerned in said transfer actually and constructively knew that the said property and money so transferred was a part of the trust fund herein sued for held by the defendant under the power and direction of this Court to be disposed of only with the equities of all parties in view and by order and consent of this Honorable Court.

128 5. Plaintiffs allege that in the scramble to contemptiously and contumaciously get rid of all the property herein sued for, and upon which the plaintiffs claim lien, all of which was and is in the constructive possession and under the power and authority of this Court, the defendant and her agent, and attorneys have transferred in manner not now known to the plaintiffs various other monies and property by covenous practices and fraudulent schemes so that now it appears from the statement of the defendant and her agent upon the witness stand that the bulk of the estate herein sued for has been dissipated during the pendency of this litigation and while under the authority of this Court in utter and complete contemptuous and contumacious disregard of this Court of equity and its power, right and authority.

The premises considered the plaintiffs pray this Court that citation be issued to the various parties mentioned above concerned in the transactions afore-

said, citing them to appear before this Honorable Court upon a day to be named by the Court, there to show cause why they shall not be held in contempt of this Court.

Therefore, and for the further purpose if the same shall appear necessary of canceling and setting aside the various alleged covenous, fraudulent and nefarious transfers aforesaid, that this Honorable Court, for the purpose of carrying out and effectuating such decrees this Honorable Court may render in the main cause herein, that each all and every of above mentioned parties, and other parties who may appear to be concerned in the said transfers, be made parties to cause, by proper process returnable as required by law, and that upon final hearing hereof your Honor grant to the plaintiffs full and complete general relief herein as to equity may seem meet, but that in the meantime your Honor may issue herein said temporary restraining order as may appear necessary to prevent the further transfer by gift, or otherwise, of the corpus of the estate herein sued for, and that such temporary restraining order be supplemented by writs of injunction to be granted hereinafter, permanently and wholly restraining and enjoining all persons from further transferring and disposing of the property sued for, and/or involved in this litigation.

Respectfully submitted,

GREEN, GREEN & POTTER,
ROBINSON & COOK,
MAYNARD, FITZGERALD
& VENABLE.

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State of Mississippi,
Coahoma County.

This day personally appeared before me, the undersigned, a duly qualified and acting Notary Public in and for the County and State aforesaid, Gerald Fitz-

Gerald, agent and attorney for all the plaintiffs, in the above styled cause, who having been by me first duly sworn, first states on oath that the matters and facts alleged in the foregoing petition are true as therein stated.

GERALD FITZGERALD.

Sworn to and subscribed before me this the 21st day of April, 1930.

E. J. MULLEN,
Notary Public.

(Seal)

Filed Apr. 21, 1930.

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130 ORDER.

(Title Omitted.)

This day this cause came on to be heard upon the application of the plaintiff for the issuance of a temporary injunction as prayed for in the original Bill of Complaint and the Court having heard the evidence doth hereby order and adjudged that a temporary writ of injunction issue enjoining and restraining the defendant Florence T. Holland, either personally, through her agent or attorneys, from directly or indirectly distributing disposing or mortgaging or otherwise alienating or encumbering any property, real, personal or mixed, of which she is now possessed or of which she has any right title or interest whatsoever, until the further orders of this Court the making of any bond on behalf of the plaintiff up on the issuance of said injunction is hereby waived by the defendant, and the issuance of the said injunction agreed to by all parties.

Ordered and adjudged this the 22nd day of April, 1930.

E. R. HOLMES, Judge.

131 (Title Omitted.)

This day this cause came on to be heard on the sworn petition of the plaintiffs, the same being now on file, it being therein alleged that there were certain alleged transfers to W. D. Garner, Grenada Bank, J. T. Thomas, Anna T. Garner, Carl D. Loos, and William E. Lamb, severally and respectively as therein appears, and it being alleged that said transfers of said property to said parties were made by the defendant herein after this Court obtained jurisdiction over said property therein described with intent to hinder, delay and defraud the plaintiffs of their rights therein, and to deprive this Court of its jurisdiction thereover;

And it being alleged to this Court that there was heretofore herein filed a suit by Sterling B. Cramer, to set aside certain fraudulent conveyances as therefrom more fully appears on the records of this Court, and that intervention was therein allowed to other plaintiffs;

And it further being alleged that jurisdiction of this Court attached to said property described in said pleadings and now alleged to have been transferred, and this Court being vested with full jurisdiction thereover to administer the same;

And it further being alleged that as to said W. D. Garner, J. T. Thomas, and the Grenada Bank, the property so transferred, or alleged to be, consisted of One Thousand shares of the capital stock of the Planters National Bank, and One Hundred Thousand ($100,000.00) in cash.

132 And it being further alleged that the transfer to Anna T. Garner consisted of the transfer of Ninety Thousand Dollars ($90,000.00) approximately in cash and negotiable security;

And it further being alleged that the transfer to the said William E. Lamb, and Carl D. Loos consisted of the sum of approximately Ninety Thousand Dollars, ($90,000.00) in cash;

And it further being alleged that the transfer to Milton R. Jones and the Planters Manufacturing Company consisted of the sum of approximately Thirty two thousand dollars ($32,000.00).

And it further being alleged that all of said property was in the constructive possession of this Court in a suit lawfully pending and proceedings therein being regularly had, and that said transfers, if made, were of property in the possession and under the control of this Court, and that it is essential that in order to preserve its jurisdiction and authority that this order should be made now therefore;

It is hereby ordered, adjudged and decreed that a copy of this decree be forthwith served upon each of the above named parties, severally, and that they and each of them, severally and respectively, be commanded to be and appear before this Court, the Honorable Edwin R. Holmes, presiding as District Judge, at the Courtroom in the Courthouse, at Clarksdale, Mississippi at 9 A. M. April 22nd, 1930, then and there, severally and respectively, to show cause, if any they have or can, why they and each of them should not be adjudged to be in contempt of this Court under the allegations as to them made that they and each of them accepted transfers of property in the possession of this Court with the intent to hinder, delay and defraud this Court in the exercise of its jurisdiction with reference to said property and every part thereof.

133 And it is further ordered, adjudged and decreed that said parties and each of them fur-

ther appear at the time and place mentioned, and severally and respectively show cause, if any they have or can, why they should not be adjudged to hold all of said property described subject to the jurisdiction of this Honorable Court, to be dealt with by this Honorable Court as fully and completely as if said transfers had never been made, and said property and every part thereof had remained in the possession and under the control of this Honorable Court;

It is further ordered that said parties and each of them show cause, if any they have or can, why they and each of them should not be severally adjudged in contempt of this Court and therefor punished in manner and form as equity and good conscience, and the dignity and authority of this Court may demand.

It is further ordered that a copy hereof be delivered to the Marshal of this Court to be by him personally served upon each of the above named defendants, and that pursuant thereto that said named parties be made parties to this cause and do herein appear and show cause why that by plaintiffs asked should not be done, and why that the essential to maintain the dignity and authority of this Court be not performed.

Ordered, adjudged and decreed this April 21st, 1930.

E. R. HOLMES, District Judge.

Attest: Clerk. To the Marshal to execute and return immediately.

R. G. LOWERY, Clerk,
CELIA COOK DAVIS, D. C.

134 Filed April 22, 1930.

MARSHAL'S RETURNS.

Received this writ April 21, 1930, at Clarksdale. I have executed the within writ personally, by delivering a true copy of same to each of the person named, as follows:

W. D. Garner, at Minter City, not found, on April 21st, 1930. Anna T. Garner, at Minter City, not found, on April 21st, 1930. J. T. Thomas, not found at Grenada, served on B. C. Adams instead of J. T. Thomas at Grenada, April 21st, 1930. Carl D. Loos, and William E. Lamb, at Clarksdale, on April 21st, 1930.

This April 21st, 1930.

CHARLES R. LIGON,
U. S. Marshal,
By C E. RIVERS, Deputy.

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135 DECREE.

(Title Omitted.)

This cause coming on this day to be heard at this term upon all the pleadings, evidence and proceedings herein, and all of the parties hereto being duly and legally before the Court in person, or by attorneys, the said cause having been argued and submitted to the Court; and the Court having duly considered the same, does hereby adjudge and decree as follows:

1.

W. P. Holland, named in the pleadings in this cause is justly and lawfully indebted to the plaintiff and interveners, by reason of the judgments rendered by this Court, on the dates hereinafter mentioned, in the amounts as follows, to-wit:

Chemical National Bank of New York City $19,653.63, inclusive of interest to this date;
Canal Bank & Trust Company . . . . . $ 773,340.41

Hibernia Bank & Trust Company.....	856,992.28
Philadelphia National Bank	597,751.19
Continental Illinois Bank & Trust Co...	917,735.46
Citizens & Southern National Bank....	146,276.48
Mississippi Valley Merchants State Tr. Co.	486,933.52
Irving Trust Company	1,242,147.15
Bank of America	322,612.19
Chemical National Bank	803,052.43
Hanover National Bank	305,047.74
Bank of Commerce & Trust Company	212,684.65
National Bank of Kentucky...	231,231.36
First National Bank of Boston..... ..	584,774.83

The last mentioned judgments, except that in favor of the said Chemical National Bank, now aggregating $19,653.63 as aforesaid, were rendered by this Court on April the 16th, 1930.

And the said W. P. Holland is also lawfully and justly indebted to the said Canal Bank & Trust Company by reason and because of a certain judgment or personal decree rendered by the Chancery Court of the Second Judicial District of Coahoma County, Mississippi, on the.....day of.....19...., in cause number 3851, styled in said Court, Canal Bank & Trust Company vs. Earl Brewer et al, which judgment inclusive of interest to date aggregates $112,-497.42, the total aggregate amount of said judgments, exclusive of interest on those judgments rendered as aforesaid on April the 16th, 1930, and exclusive of interest on the other judgments herein mentioned aggregate and total to this date the sum of $7,612,730.84, and the said indebtedness so evidenced by said judgments and so hereby decreed is hereby declared to be fixed as a lien from the date of the filing of the original bill in those causes, upon the entire estate of the defendant Florence T. Holland, consisting of

property, real, personal and mixed, and of every kind wheresoever situated and especially upon that property as hereinafter described, and the said estate of Florence T. Holland is hereby declared to be and to have been from May the first, 1920, a trust fund held in trust by the said Florence T. Holland for the benefit of the plaintiff and interveners in this cause hereby decreed to be and to have been creditors of the said W. P. Holland.

2.

That William A. Schmitt be appointed receiver of this Court of the entire estate of Florence T. Holland, and she, the said Florence T. Holland, and all other persons whomsoever, are hereby directed and commanded to deliver to him, as such receiver, forthwith all the property of every kind and character by her, them, or any of them, held, which said property, when so delivered to said receiver shall be subject to the further orders of this Court.

137

Said receiver shall first give a bond in the sum of twenty-five thousand dollars in some surety company qualified to do business in Mississippi, said bond to be conditioned according to law.

There is hereby adjudged to exist against the entire estate of the said Florence T. Holland a lien on behalf of the plaintiffs above named, and each and every one of them, as of the date of the filing of the original bill in this cause, in the proportion which the amount of the judgments each herein individually described bears to the entire amount of the said judgments, being fixed on the basis of said proportion. When, if, and after the said receiver shall have paid said amounts so severally due the said plaintiffs under this lien so thus impressed, with interest thereon, he

shall then deliver the remaining and undisposed of property, and/or cash, to the said Florence T. Holland or to whomsoever is thereto lawfully entitled.

Said receiver is vested with the power to sell and dispose of said property for cash or credit, subject to the approval from time to time of this Court, said disposition to be upon such terms and conditions as may be from time to time by this Court approved. The Court hereby reserves to itself full jurisdiction of this cause to make such other and further orders as it may deem proper, and as equity may require, both as to increasing the amount of the estate and/or increasing the amount due and owing to any party plaintiff, and/or uncovering additional prop-
138 trty and disposing of any adverse claims that may be interposed as against any portion of said estate.

Said Florence T. Holland is hereby commanded to deliver to the said receiver the following specific articles of property, the same belonging to said Florence T. Holland, located in the State of Mississippi, to-wit:

Stocks.

	Certificate No.	No. Shares
Bank of Lambert Stock:	19	50
	20	4

Name of Corporation.	Certificate No.	No. Shares of Stock.
Bank of Lula Stock:	129	40
	135	2
	136	5
Bank of Hollandale Stock:	341	2

Name of Corporation.	Certificate No.	No. Shares of Stock.
Also 56½ shares of stock in Bank of Hollandale, certificate numbers unknown, sold to Paul Holland on or about October 31, 1929.		
Bolivar County Bank:	352	10½
Peoples Bank of Jonestown:	21	31-1/3
	22	2
Planters National Bank:	10	5
	11	5
	13	5
	113	25
	116	10
	119	10
	123	13
139	126	15
	127	400
	133	5
	135	163
	141	5
	131	500
Also 1000 shares stock in Planters Bank pledged with Grenada Bank, Grenada, Mississippi, on notes of W. D. Garner; and		
500 shares of Planters Bank stock pledged with Grenada Bank on note of Florence T. Holland.		
Oakhurst Company:	8	1
	19	698
Also 51 shares stock Oakhurst Company, certificate numbers not known.		

Name of Corporation.	Certificate No.	No. Shares of Stock.
Stonewall Life Insurance Co:	225	50
	473	5
Masonic Temple Assn. of Clarksdale:	150	2
Ruleville Hotel Co:	30	5
Moon Lake Fishing Club:	3	1
Moon Lake Club:	17	1
Coahoma County Club:	50	1
Planters Mfg. Co.:	371	2
	398	127
140	401	20
	412	16
	421	307
	434	30
	517	60
Also 614 shares of Planters Manufacturing Co. stock issued in the name of W. D. Garner; Also 326 shares of Planters Manufacturing Co. stock issued in the name of Paul Holland.		
Mississippi Cottonseed Products Co. (Preferred):	P 059	22
	P 074	11
Mississippi Cottonseed Products Co. (Common):	C 0112	21
	C 0141	36
Herrin Crutcher Co.:	20	1
Southern Central Life Ins. Co.:	111	5
Citizens Bank & Trust Co., Belzoni:		2

Notes.

Name.	Amount.
Planters Mfg. Co.	$ 52,500.00
E. L. McMurchy	10,000.00
L. C. Franklin	750.00
F. M. Owens	40,000.00
141 W. P. Holland	39,754.22
W. P. Holland	500,408.00
W. K. Herrin, Jr.	22,500.00
Gidden & Townsend	46,000.00
J. E. Townsend	10,000.00
Paul Holland	16,300.00

Cash in Banks.

Planters National Bank	3,064.94
Bank of Hollandale	1,712.20
Bank of Lula	150.00
Progressive State Bank	206.07
Bank of Ruleville	20.00
Peoples Bank of Jonestown	150.00
Grenada Bank	350.00
Planters Trust & Savings Bank	110.00
Currency in safe at residence	1,660.00

Also note of Minnie Brewer (with collateral of Bobo bonds attached thereto) in amount of $21,900.00.

Accounts Receivable.

Name.	Amount.
H. J. Lawler	$ 757.59
Phil Miller, Lambert Place	2,851.57
R. L. Payne	645.82
Joe Dabs	6.50

Other Property.

Boats in Moon Lake.
Chrysler Automobile.
Ford auto truck.
Packard Car.
Live stock, horses, and cattle at residence.
Remington Guns.
Johnston Motor at Moon Lake.
Household furniture, rugs, etc., at residence and residence curtilage, contents, appertenances therein and thereunto belonging in Clarksdale, Miss.,
142 and that these properties so thus delivered be made a portion of the receivership property; that said Florence T. Holland be, and she is hereby, enjoined and restrained, either personally, through her agents or attorneys, from directly or indirectly distributing, disposing, or mortgaging, or otherwise alienating or incumbering any property of which she is seized, possessed, and/or has under her control in whatsoever character.

XVI.

This Court reserves full jurisdiction of the cause to make any other and further orders which may be found from time to time essential for the creation, preservation, and/or disposition of the relative rights of the several parties hereto, or any claimants of any portion of the estate, now or hereafter created.

XVII.

The real property hereunder dealt with is described as follows:

Eldorado Place, described as follows, said place being in Madison County, Mississippi: A one-third un-

divided interest in the West Half of the Southeast Quarter of Section 3, and the East Half of the Southwest Quarter, less 20 acres off the West side thereof, and the East Half of the Northeast Quarter and the Northwest Quarter, less 30 acres off the East side thereof, and the Southeast Quarter less 5 acres out of the Northeast corner thereof, less 2 acres out of the South-
east Corner thereof; Section 10, all in Town-
143 ship 11, Range 3 East.

The following described property in Coahoma County, Mississippi:

That certain tract of land lying along the right bank of the Sunflower River, described as follows: Beginning at a stake on the west boundary line of Section Fourteen, eight hundred sixty feet due north of the corner of Sections Fourteen, Fifteen, Twenty-two and Twenty-three, thence south sixty degrees forty-five minutes east, three hundred forty-six feet to a point, which is the point of beginning of the following described land; thence due north three hundred twenty-five feet to the center of Sunflower River; thence eastwardly following the thread of the center line of said river to the point of intersection of said center line with the north line of Second Street, of the City of Clarksdale; thence south seventy-five degrees thirty minutes west two hundred eighty feet to the southeast corner of the Fire station lot on the north side of Second Street; thence north fourteen degrees and thirty minutes west; thirty feet to the northeast corner of said lot; thence south seventy-five degrees and thirty minutes west and parallel to the north line of said Second Street sixty feet to the northwest corner of said Fire Station lot on the East line of Dorr Avenue; thence north thirty-one degrees and fifteen minutes west along the east line of Dorr Avenue, five hundred feet to a point; thence north forty-two de-

gress and forty-five minutes west, three hundred feet on the east line of Dorr Avenue; thence north thirty degrees and fifteen minutes west one hundred
144 forty feet on the east line of Dorr Avenue; thence north one degree and forty-five minutes west two hundred feet to a point on the east line of Riverside Avenue; thence nine degrees and forty-five minutes east one hundred feet to a point on the east line of Riverside Avenue; thence north twenty-three degrees fifteen minutes east one hundred feet to a point on the east line of Riverside Avenue; thence north four degrees and forty-five minutes east five hundred eighty feet to a point on the east line of Riverside Avenue; thence north twenty degrees and forty-five minutes west one hundred feet to a point in the east line of Riverside Avenue; thence north fifty-five degrees and fifteen minutes west one hundred feet to a point on the north side of Riverside Avenue; thence north fifty-six degrees and fifteen minutes west one hundred sixty feet to a point on the north side of Riverside Avenue; thence north seventy-seven degrees and fifteen minutes west seven hundred feet to a point on the north side of Riverside Avenue; thence north seventy-nine degrees and fifteen minutes west one hundred feet to a point on the north side of Riverside Avenue; thence north seventy-eight degrees and forty-five minutes west one hundred seventy feet to a point on the north side of Riverside Avenue; thence north seventy-eight degrees and fifteen minutes west six hundred feet to a point; on the north side of Riverside Avenue; thence north eighty-one degrees and fifteen minutes west two hundred seventy
145 feet to a point on the north side of Riverside Avenue; thence South three degrees and twenty-five minutes west one hundred twenty feet to a point on the west side of Riverside Avenue; thence south twenty-five degrees and forty-five minutes west, three hundred feet to a point on the west side of

Riverside Avenue; thence south thirty-four degrees and forty-five minutes west three hundred feet to a point on the west side of Riverside Avenue; thence south thirty-six degrees and thirty minutes west two hundred forty feet to a stake on the east side of Oakhurst Avenue; which is also the point of beginning. This tract contains 41.51 acres, of which 11.71 acres is situated in Lot Twelve of Section Fourteen, 23.36 acres situated in Lot Thirteen of Section Fourteen, and 6.44 acres situated in Lot Two of Section Twenty-three, all in Township Twenty-seven, Range Four, West.

All Lot Six, containing 38.41 acres, and all that part of Lot Nine, lying north of the center line of Mill Bayou; containing 29.21 acres, except five acres heretofore conveyed to Coahoma County on May 20, 1909, by deed recorded in Book 24 at page 301 of the Record of Land Deeds in the office of the Chancery Clerk of said County at Clarksdale, Mississippi, and except three acres conveyed to M. K. Wildberger by deed dated November 21st, 1919, and not yet of record, which said three acres is described as follows:

Beginning at an iron stake in the line dividing Sectional Lots Eight and Nine, about two hundred feet North of the center line of Mill Bayou;
146 thence north along the dividing line between said Lots Eight and Nine a distance to give a frontage of two acres to an iron stake; thence west a distance to give a depth of 1½ acres to an iron stake; thence south parallel to said dividing line between said Lots Eight and Nine a distance to give a length of two acres to an iron stake; thence east and perpendicular to the dividing line between said Lots Eight and Nine to the iron stake at the point of beginning.

The total acreage herein conveyed being 67.62 acres and all being in Section Fourteen, Township Twenty-seven, Range Four, West; also three acres in the southeast corner of Lot Nine north of Mill Bayou, in Section Fourteen, Township Twenty-seven, Range Four, West, more particularly described as follows:

Beginning at a stake on the line dividing Lots Eight and Nine about two hundred feet from the center of Mill Bayou and north of said Bayou; thence north along the dividing line between said Lots Eight and Nine a distance to give a frontage of two acres to an iron stake; thence west a distance to give a depth of 1½ acres to an stake; thence south parallel to the dividing line between Lots Eight and Nine aforesaid to a stake; a distance to give a depth of two acres; thence east and perpendicular to the dividing line between Lots Eight and Nine to the point of beginning; also the following described property situate in the City of Clarksdale, County and State aforesaid, to-wit: Lot One and the eastern half of Lot Two; Lot Six and the eastern half of Lot Five, all in Block Sixteen in Oakhurst Subdivision, Lots Number
147 Three and Four and the East Half of Lot Five and the West Half of Lot Two of Block Sixteen of Oakhurst Subdivision. Lots One and Two in Block Nine in the Oakhurst Subdivision.

Also, the following described property in Coahoma County, Mississippi, to-wit:

Lots numbered One to Ten, inclusive, in Block Eleven of the Dolan and Peacock Oakhurst Addition to the City of Clarksdale, Coahoma County, Mississippi.

And the said property is hereafter called "the real property"; and that all transfers and conveyances of

said real property described in the pleadings, and attached therein, are hereby adjudged and decreed fraudulent and void as to the receiver and the plaintiffs herein; and the same are hereby canceled and for naught held.

And the transfer and conveyance of those certain judgments of the Missouri State Life Insurance Company vs. W. P. Holland, described as follows:

No. 111, At Law, United States District Court, in the sum of $240,524.02, rendered January 27, 1923; and

No. 126, At Law, United States District Court, in the sum of $96,579.31, rendered March 24, 1924, which said judgments were transferred and sold by the Missouri State Life Insurance Company to Lacy C. Townes by transfer of date the.....day of September, 1927, by him transferred and assigned to the Oakhurst Company by transfer of date the 2 day of June, 1928, were, and are, fraudulent assignments, and said judgments are decreed to be as to the plaintiffs in this cause void and of no effect, said judgments being hereby decreed to be the property of Florence T. Holland as to plaintiffs herein.

That William A. Schmitt, receiver, is hereby also appointed commissioner of this Court with
148 full power and authority to sell said real property at such time and in such manner as he may determine, after giving public notice thereof for three weeks preceding the date of sale by posting upon the bulletin board of the Courthouse of Coahoma County, Mississippi, at Clarksdale, and by publishing in some newspaper published in Coahoma County, Mississippi, for three weeks preceding the date of said sale.

Said commissioner shall sell the said property in parcels or as a whole as he may determine may be to the best interests of the parties concerned. Said sale shall be made for cash; and the plaintiffs in said cause may bid at said sale as cash by offering to said commissioner a receipt for the amount of such bid for credit upon the several judgment debts due them, as set forth in this decree.

The proceeds of said sale, after deducting the costs and expenses thereof to be fixed and determined by this Court upon the confirmation thereof, shall be distributed to the several plaintiffs in the proportions which each respective judgment bears to the aggregate total of the judgments. The said defendants in said cause, and each of them, are hereby directed to forthwith deliver to said commissioner the possession of said property.

The said Florence T. Holland, her agents, attorneys and representatives, including W. P. Holland, her agent, are hereby ordered and directed to turn over to the receiver, William A. Schmitt, all books, papers, accounts, correspondence, memoranda, records, of every kind, character, and description, now in the hands of the said Florence T. Holland, her agents, attorneys and representatives, or held for them by any person, relative to the estate of Florence T. Holland and especially correspondence and records of every nature with regard to deposits, trading ac-
149 counts, safety deposit boxes, etc., all of such accounts and correspondence in whatsoever name carried, said records, and accounts mentioned in said paragraph .... to be redelivered to said Florence T. Holland within one year from this date.

Any and all persons, firms, corporations and associations of persons, are hereby enjoined and restrained from interfering with or molesting the said receiver in his possession, management, and control of the

property delivered, or to be delivered, recovered, or to be recovered, by him under the orders of this Court.

Said receiver is hereby invested with full power and authority to institute and/or prosecute in any Court of proper jurisdiction at law or in equity any suit or proceeding against any and all persons whosoever seeking to recover possession and/or control and/or damages in connection with the rights hereby vested in him.

It is further ordered, adjudged and decreed by the Court that no personal judgment against the said Florence T. Holland is hereby rendered on account of any of the matters and things hereinbefore recited or on account of any of the matters and things complained of in the pleadings in the causes hereinbefore stated and the said receiver, or his successor in office is hereby directed to convey to W. H. Powell by quit-claim deed, all of the residence property of the said Florence T. Holland, described as follows, to-wit:

Lots six and seven, block I, in the town of Clarksdale, as described by a map of W. L. Polk being made in eighteen hundred and eighty-eight and being the present homestead of Florence T. Holland, and all of the furniture now in said residence in the City of Clarksdale, Mississippi, and all of the appurtenances appertaining thereto, and also any and all jewelry that she may now own and also all household and kitchen furniture, rugs, also all the household furniture and fixtures, including all rugs, draperies, curtains, dishes, and linens, silver and table ware, knives and forks, and silver plate, pictures, stationery, books, guns, and all other personal property of every like kind and descriptions in said residence, now in said residence, and also the boats in Moon Lake and Chrysler automobile and Packard car, and Ford Auto Truck, mentioned in this decree, and also

the Johnson Motor at Moon Lake menticned in this decree; and all live stock, horses and cattle at or belonging to or used in and about the said residence of said Florence T. Holland (this of course does not include live stock or implements of any plantation), and the said property hereby ordered to be conveyed by the receiver to W. H. Powell shall be forever exempt from any of the present claims of the parties plaintiff and/or interveners in this suit, the parties plaintiff and interveners expressly agreeing thereto in open Court and likewise said Florence T. Holland are agreeing to the matters and things in this decree contained; the Planters Manufacturing Company not to be prejudiced hereby or William E. Lamb or Butler, Lamb, Foster and Pope not to be prejudiced hereby. The receiver's bond being presented to the Court is hereby approved in open Court.

This 30th day of April, 1930.

E. R. HOLMES, Judge.

P. C. C.
W. H. C.

Approved:
FLORENCE T. HOLLAND,
E. W. S.
CUTRER & SMITH,
GERALD FITZGERALD,
G. EDW. WILLIAMS.

151 Filed May 2, 1930.

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152 (Title Omitted.)

There came before this Court this day for hearing the citation issued on April 21, 1930. against William E. Lamb, in the above entitled cause, said William

E. Lamb appearing in person and plaintiffs and interveners being represented by their counsel Messrs. Gerald FitzGerald, Sam C. Cook and Garner Green.

By agreement of the parties, it is hereby ordered that said hearing on said citation be continued until June 9, 1930, at ten o'clock A. M., at Biloxi, Mississippi, before the undersigned Judge.

Dated April 30, 1930.

E. R. HOLMES, Judge.

Filed April 30, 1930.

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153 ANSWER OF WILLIAM E. LAMB TO PETITION FILED IN THIS CAUSE ON APRIL 21, 1930, AND TO THE CITATION ISSUED THEREON.

(Title Omitted.)

Now comes William E. Lamb appearing in this cause specially and for the sole purpose of answering the citation issued herein and served upon him on or about April 21, 1930, and answering the petition upon which said citation was issued, and not otherwise, and for answer thereto, or unto so much thereof and such parts thereof as he is advised that it is material or necessary for him to make answer unto, answering says:

I.

Answering paragraphs 1, 2, and 3 of said petition he says that he and the firm of Butler, Lamb, Foster & Pope, of which he is a member, and each of the members thereof, were wholly without knowledge of

any of the matters and things in said paragraphs alleged at the time or times they are alleged to have taken place; that they or any of them did not at any time counsel or advise, in any manner or form whatsoever, regarding said transactions as alleged in said paragraphs or regarding any other transactions that in any other guise or manner could or would purport to accomplish the results as alleged in said paragraphs.

154 II.

Answering paragraphs 4, of said petition he denies that he or the said firm of Butler Lamb, Foster & Pope, or any member thereof, at any time, in any manner or form whatsoever, conspired either among themselves or with W. P. Holland or Florence T. Holland, or either of them, or with any other person whomsoever, to have transferred, set over or assigned to him or said firm, or any one of them, any part of any trust fund or of any property of any kind or character in which plaintiff and interveners herein, or any of them had any interest whatsoever, or rights thereto, or lien thereon.

He further denies that he or said firm of Butler, Lamb, Foster & Pope or any member thereof, received from said Florence T. Holland or from W. P. Holland, or either of them, any money or other property constituting part of any trust fund, or any money or other property of any kind or character in which plaintiff or interveners herein, or any one of them, have or had any interest whatsoever, or right thereto or lien thereon, or any money or other property which was under the control or custody of this Court in any manner or form whatsoever.

He further denies that the original or supplemental bill of complaint in this cause, or any other pleading,

notice or instrument of any kind or character in this cause or in any other cause pending at any time in the State or Federal Courts of Mississippi, caused any money or property of any kind or character in the hands of said Florence T. Holland to constitute a trust fund for the benefit of the plaintiff and interveners herein or any of them or that said pleadings or instruments aforesaid, or any of them, gave to plaintiff and interveners or any of them, any right in or title to or any lien upon any money or personal property in the hands of said Florence T. Holland or that said pleadings and instruments aforesaid or any of them constituted notice to anyone that any money or property of any kind or character in the hands of said Florence T. Holland constituted a trust fund for the benefit of plaintiff or interveners, or any of them, or that said plaintiff and interveners or any of them had any interest whatsoever in any money or personal property in the hands of said Florence T. Holland or any right thereto or lien thereon.

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He further denies that at any time prior to April 22, 1930, when the Court entered a temporary injunction in this cause any personal property in the possession of said Florence T. Holland was ever within the custody of or under the control of this Court as a trust fund or otherwise or that it was in anyway subjected to the restraint or control of this Court or that its disposition by said Florence T. Holland was restricted in any manner or form.

III.

Answering paragraph 5 of said petition he and said firm of Butler, Lamb, Foster & Pope and each of the members thereof are without knowledge as to any of the matters and things in said paragraph 5 alleged,

except that he admits the estate of said Florence T. Holland is not as great as that alleged by plaintiff in said original bill filed in cause No. 129.

IV.

Further answering paragraph 5, he denies there was ever any attempt on his part or on the part of any other member of said firm of Butler, Lamb, Foster & Pope, individually or collectively either contemptuously or contumaciously, or in any manner whatsoever, to get rid of any of the property of said Florence T. Holland and he and said firm of Butler, Lamb, Foster & Pope and each member thereof are without knowledge of any transfers in said paragraph referred to by said Florence T. Holland of any of her properties in any unlawful or covenenous manner and are without knowledge of transfers of various other properties or moneys in said paragraph referred to, if any, by covenous practices or fraudulent schemes, or in any manner whatsoever.

V.

Further answering said petition said William E. Lamb shows that the only property of any kind or character ever received by him or by said firm of Butler, Lamb, Foster & Pope or by any
156 member thereof from said Florence T. Holland or W. P. Holland, or either of them, consisted of checks or drafts and notes, as hereinafter set forth, and that the same were received in the ordinary course of business, in good faith, in payment on account of professional legal services rendered as set forth hereinafter, or for reimbursement of expenses incurred and paid in connection with performance of such services. He denies that a total of $90,000.00 was so received and shows that the total received as

fees and reimbursements of cash disbursements paid exclusive of interest payments on notes and exclusive of one note which has not been paid, was $68,220.54 as hereinafter set forth in detail.

VI.

Further answering said petition said William E. Lamb shows that he is and was during all of the times herein mentioned, an attorney at law, duly admitted to practice in the Supreme Court of the State of Illinois, being the highest Court in said State, with his office in Chicago, Illinois, and is and was during all of said time a resident and citizen of the State of Illinois and that he is and was during all of said time a member of the bar of the Supreme Court of the United States and, as a non-resident attorney of the Northern District of Mississippi, pursuant to the rules of this Court, he was duly admitted to practice in this Court on or about October 21, 1929.

VII.

Further answering said petition said William E. Lamb says he was first consulted by said Florence T. Holland with reference to professional employment by her on or about August 1, 1928; that on or about August 7, 1928, he accepted employment to represent her in a proceeding before the United States Bureau of Internal Revenue involving a hearing be-
157 fore said Bureau in which she and W. P. Holland, her husband, had been served with notice and subpoenaed to appear and subject themselves to examination under oath and bring with them all books and papers kept by them concerning the properties and incomes of said Florence T. Holland and said W. P. Holland covering the years 1916, to 1927, inclusive. From the date of employment afore-

said to August 16, 1928, when oral hearing in said tax proceeding commenced at Washington, D. C., said William E. Lamb, Karl D. Loos and E. Barrett Prettyman, members of said firm of Butler, Lamb, Foster & Pope were engaged in preparing for said hearing, examining books and records, and in constant consultation with said Florence T. Holland and W. P. Holland and with J. R. Clinton, a certified Public Accountant of Clarksdale, Mississippi, and with G. Edward Williams, attorney of Clarksdale, Mississippi; that at said hearing commencing on August 16, 1928, representatives of the Bureau of Internal Revenue made claim for additional income taxes from said Florence T. Holland in a large sum; that said oral hearing continued for two days or more and immediately following said hearing auditors of said Bureau of Internal Revenue, for a period of approximately six weeks, examined the books of said Florence T. Holland, and W. P. Holland; that during such examination said Karl D. Loos and E. Barrett Prettyman were in frequent conference with said auditors, furnishing additional data and information and reconciling differences and upon completion of the audit an agreement was reached with the auditors upon a computation of Federal income tax of said Florence T. Holland for the years 1916 to 1927, inclusive showing additional taxes due in the total amount of $48,713.89, an amount very much less than had been claimed by said Bureau against said Florence T. Holland; that said agreement was reached on or about October 24, 1928, conditioned on its acceptance by said Florence T. Holland on or before October 31, 1928; said computation of taxes as proposed by the Bureau was accepted by said Florence T. Holland and the taxes paid, together with interest thereon; thereafter a closing agreement was entered into in accordance with Section 606 of the Revenue Act of 1928,

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whereby all income taxes of said Florence T. Holland for 1916 to 1927, inclusive were definitely and finally settled; and said closing agreement was executed by the Secretary of the Treasury on or about October 24, 1929, and thereafter delivered to said Florence T. Holland, said employment in connection with federal income taxes was undertaken before and was separate and distinct from any employment with respect to any of the suits then pending against said Florence T. Holland or W. P. Holland or any of the suits thereafter brought.

VIII.

Further answering said petition said William E. Lamb says that in addition to the taxes claimed against said Florence T. Holland as aforesaid, the Government claimed additional taxes for 1917 to 1920, inclusive, against W. P. Holland in the total amount of $681,163.40 which said amount had been assessed against W. P. Holland in February, 1924; that said Bureau of Internal Revenue sought to enforce collection of said additional taxes assessed against said W. P. Holland, from the estate of Florence T. Holland and if it had been successful in that effort, collections of such additional taxes with interest from February, 1924, would have wiped out the entire estate of Florence T. Holland, including all of the money and property turned over to the receiver appointed by the Court in the final decree entered in this cause; that said William E. Lamb, and said firm of Butler, Lamb, Foster & Pope were employed by said Florence T. Holland to contest the efforts of the Government to collect from her the said taxes assessed against said W. P. Holland and in pursuance of that employment said William E. Lamb and his associates in said firm held numerous conferences with representatives of

159 the Bureau of Internal Revenue and sought to secure reduction in the amount of taxes claimed against said W. P. Holland. In pursuance of its claim against said Florence T. Holland the Government on October 15, 1928, filed its petition of Intervention in cause No. 128 in Equity then pending in this Court on removal from the Chancery Court for the Second District of Coahoma County, Mississippi, which cause was thereafter remanded to the State Court; that thereafter the Government also filed petition of Intervention in cause No. 129 on or about December 17, 1928; that in each of said petitions of intervention the Government sought to enforce against the estate of said Florence T. Holland its claim for additional taxes against W. P. Holland as aforesaid in the amount of $681,163.40 together with interest thereon from February, 1924, and alleged and claimed that the claims, of plaintiff and interveners herein were junior and inferior to the claim of the Government for taxes as aforesaid; that said William E. Lamb and said firm resisted the petitions of intervention so filed by the Government and filed motions to dismiss same on the ground, among others, that the collection of said taxes claimed against W. P. Holland was barred by the Statute of Limitations; the claim that said taxes were barred by the Statute of Limitations was also presented orally to the representatives of the Bureau of Internal Revenue at Washington and without said motion to dismiss having been heard by the Court, the Government on the second day of the trial of this cause, dismissed or withdrew its petition of intervention in this cause; the Government thereby abandoned its claim against the estate of Florence T. Holland which was thereafter placed in the hands of the receiver appointed pursuant to the final decree entered in this cause.

IX.

Further answering said petition said William E. Lamb says that in addition to their employment in connection with the additional income taxes claimed against said Florence T. Holland as aforesaid and in connection with the claim of the Government for taxes assessed against W. P. Holland which were
160 sought to be collected from the estate of Florence T. Holland, *he and said firm of* Butler, Lamb, Foster & Pope were also employed by said Florence T. Holland, in association with other counsel in Clarksdale, Mississippi, to defend her in this cause and in other suits pending against her and against W. P. Holland in both Federal and State Courts; that he entered upon this employment actively on or about December 1, 1928; that pursuant to such employment he and certain of his associates participated in the preparation of numerous pleadings in the various causes, in preparing briefs and arguments, attending the taking of depositions pursuant to notices served by attorneys for plaintiff, presenting and arguing various motions and participating in the trial of this and other causes.

X.

Further answering said petition said William E. Lamb says that in performing the services pursuant to his employment in the matters aforesaid, he and other members of said firm of Butler, Lamb, Foster & Pope and associates and clerks in said firm devoted large amount of time to said matters; that most of the time devoted to the matter of the defense against said additional income tax claimed against said Florence T. Holland was separate and apart from any services in connection with the litigated cases afore-

said and was prior to the date when he and said firm engaged actively in services in connection with said litigated cases; that the time devoted to the defense of said Florence T. Holland against claim of the Government on account of taxes assesssed against W. P. Holland as aforesaid was principally spent in connection with and contemporaneously with the
161 time devoted to the litigated cases as aforesaid; that the services performed in connection with the defense against additional income taxes claimed against Florence T. Holland as aforesaid and in connection with the defense of said Florence T. Holland against claim of the Government for collection from her of taxes assessed against W. P. Holland as aforesaid were of substantial importance and of great value in the preservation of the estate of Florence T. Holland and were of benefit and value to the plaintiff and interveners in this cause as creditors of said Florence T. Holland and said services resulted in the observation of her estate which has since been turned over to the receiver appointed by the consent decree entered in cause 129, and held by said Receiver for the benefit of interveners herein.

XI.

Further answering said petition said William E. Lamb says that payments to him and to said firm of Butler, Lamb, Foster & Pope as fees for services rendered in connection with the matters in paragraphs VII, VIII, IX and X, set forth, were received as follows:

Aug. 7, 1928	Check of Florence T. Holland on Planters National Bank of Clarksdale...	$10,000.00
Aug. 7, 1928	Note of Florence T. Holland	15,000.00

June 12, 1929	Note of Florence T. Holland plus interest 6 months $333.33	12,500.00
June 12, 1929	Note of Florence T. Holland plus interest 6 months $333.33	12,500.00
Oct. 21, 1929	Draft of Planters National Bank	10,000.00
Dec. 16, 1929	Note of Florence T. Holland	12,500.00

161 Said check for $10,000.00 and said note of $15,000.00 received August 7, 1928, were paid exclusively on account of service in connection with the tax cases aforesaid and were not in any way payments on account of any services whatsoever in connection with any of the litigated cases and at that time no employment in connection with the litigated cases had been accepted by said William E. Lamb or said firm of Butler, Lamb, Foster & Pope. The three notes and the draft of $10,000.00 subsequently received were payments on account of services without separation as between services for tax matters and services in connection with the litigated cases, but applied on account of all services in all matters.

Said check for $10,000.00 received August 7, 1928, was a check of Florence T. Holland drawn on the Planters National Bank of Clarksdale, payable to Butler, Lamb, Foster & Pope, and by said firm deposited and collected.

The note of $15,000.00 received August 7, 1928, was a note signed by Florence T. Holland, payable December 7, 1928; at maturity it was not paid, but interest thereon of $250.00 was paid, and two new notes in renewal thereof were executed, one for $3,750.00 due March 7, 1929, and one for $11,250.00 due June 7, 1929; said renewal notes were discounted and sold by said firm of Butler, Lamb, Foster & Pope in the

usual course of business and for value to the Union Trust Company, as a bona fide purchaser for value; said Union Trust Company was a banking institution engaged in business at Chicago, Illinois, and it thereafter and before the maturity of said notes became merged or consolidated with the First National Bank of Chicago; that upon maturity of the first of said notes there was forwarded to said First National Bank of Chicago in payment of said note for $3,750.00 due March 7, 1929, a draft in the sum of
163 $3,796.87, including $46.87 interest, drawn on the Continental and Commercial National Bank of Chicago by the Planters National Bank, of Clarksdale, and photostat copy of said draft is attached hereto marked Exhibit A; that upon maturity of the second of said notes there was forwarded to said First National Bank in payment of said note of $11,250.00 due June 7, 1929, a draft in the sum of $11,531.25, including $281.25 interest, drawn on the Continental and Commercial National Bank of Chicago by said Planters National Bank of Clarksdale, and photostat copy of said draft is attached hereto marked Exhibit B; both of said drafts, Exhibits A and B aforesaid, were paid through the Chicago Clearing House to said First National Bank.

Said two notes received June 12, 1929, were discounted and sold by said firm of Butler, Lamb, Foster & Pope in the usual course of business and for value to said First National Bank of Chicago, a bona fide purchaser for value, on or about June 12, 1929, said firm receiving credit therefor in the total amount of $24,866.73; upon maturity of said notes on or about December 14, 1929, there were forwarded to said First National Bank two drafts each in the amount of $12,833.33 drawn on the Continental and Commercial National Bank of Chicago by said Planters National Bank, being in payment of said two notes, and photostat copies of same are attached hereto as Exhibits C

and D respectively; and said drafts were paid through the Chicago Clearing House.

Said draft of $10,000.00 received by said firm of Butler, Lamb, Foster & Pope on October 21, 1929, was dated October 18, 1929, and drawn on the Guarantee Trust Company of New York, by said Planters National Bank, payable to Butler, Lamb, Foster & Pope, the same being deposited by said firm in the usual course of business in the First National Bank of Chicago, and a photostat copy of same is attached hereto as Exhibit E.

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Said note for $12,500.00 received December 16, 1929, has not been paid.

XII.

Further answering said petition said Wliliam E. Lamb says: That the foregoing moneys and notes are all of the payments received by him or by said firm of Butler, Lamb, Foster & Pope on account of services performed for Mrs. Florence T. Holland or W. P. Holland; that in addition to the payments for services as aforesaid he and the said firm have received the following amounts as reimbursement for cash expenses paid by him or by said firm as necessary disbursements in connection with the performance of legal services as aforesaid:

Sept. 16, 1928	$ 500.68
Oct. 28, 1928	20.78
Dec. 17, 1928	146.55
Oct. 21, 1929	50.00
Nov. 5, 1929	5.00
Nov. 22, 1929	100.00
Nov. 25, 1929	250.00
Dec. 6, 1929	100.00
Dec. 28, 1929	250.00
Feb. 4, 1930	3,865.93

Feb. 19, 1930	.....	100.00
Mar. 10, 1930	.....	310.10
Apr. 9, 1930	.....	711.17
Apr. 9, 1930	.....	1,760.33
		$8,220.54

All the foregoing payments of cash disbursements were made by check of Florence T. Holland to the order of Butler, Lamb, Foster & Pope or to
165 the order of William E. Lamb or to the order of G. C. Lenington, a stenographer employed by said firm, except the sum of $250 which was paid to William E. Lamb on November 25, 1929, in currency. The foregoing payments constitute all payments received by said William E. Lamb or by said firm so far as can be determined from a careful search of the records of said William E. Lamb and of said firm and no other amounts, either of money or notes or property of any kind or character, were ever received by said William E. Lamb or by said firm from Florence T. Holland or said W. P. Holland or from anyone for their account; that said William E. Lamb and his associates in said firm of Butler, Lamb, Foster & Pope received from time to time from said Florence T. Holland or W. P. Holland railroad tickets for use in taking trips incident and necessary to the performance of services in connection with the matters aforesaid but in all such instances the moneys were not paid to him or to said firm but were paid direct to the carrier; that on one occasion also said Florence T. Holland paid hotel bill for said Loos and said Lenington, the payment therefor being made direct to the Hotel Alcazar and said money was not paid to said William E. Lamb or to said firm.

XIII.

Further answering said petition, said William E. Lamb says that at the time said check of $10,000.00

and said note of $15,000.00 were received on or about August 7, 1928, he and said Butler, Lamb, Foster & Pope and each, and all of the members thereof, were without knowledge or information as to the litigation pending in the Federal and State Courts of Mississippi except the mere fact that there were suits on file, and they and each of them were without knowledge or information, either actual or constructive, of the source from which the money represented by said
166 check came; that at the time of the payments of the notes by drafts of the Planters National Bank as aforesaid and at the time of the transmission of the draft to Butler, Lamb, Foster & Pope in the sum of $10,000.00 on or about October 21, 1929, said William E. Lamb and said firm and each of the members thereof were without knowledge or information, either actual or constructive, of the source from which the Planters National Bank received the consideration for which it issued said drafts, Exhibits A to E, inclusive, or with what funds or out of what funds or in what manner or form said drafts were purchased from or paid for to said Planters National Bank. Said William E. Lamb and said firm and its members or any of them did not know at the time of such payments how said notes of Florence T. Holland were paid to said First National Bank of Chicago and did not learn thereof until after service of the citation herein.

Said William E. Lamb further says that to the best of his knowledge and belief said First National Bank of Chicago or any of its officers or representatives did not know the source from which the Planters National Bank received the consideration for said drafts sent to it and did not know with what funds or from what funds or the manner in which payment was made to the Planters National Bank for said drafts.

Said William E. Lamb and said firm were also without knowledge or information as to the source of

the moneys which were paid to them in reimbursement of cash disbursements as aforesaid, except that they knew that such payments as were made by checks from the account of said Florence T. Holland in the Planters National Bank, but they were without information as to the source from which said Florence T. Holland acquired the funds in her account in said bank.

XIV.

167 Further answering said petition, said William E. Lamb says that the service performed by him and by said firm in connection with the defendant against the claims of the Government on account of additional income taxes claimed against Mrs. Florence T. Holland were reasonably worth the sum of $50,000.00 and such sum would be a usual and customary fee for such services as last aforesaid; that said services resulted in a saving to the estate of Mrs. Florence T. Holland of a large sum, being the difference between the tax tentatively claimed by representatives of the Bureau of Internal Revenue at the time of the oral hearing in Washington on or about August 16, 1928, as aforesaid, and the amount which the Government accepted in full payment of all claims for additional taxes against said Florence T. Holland for the years 1916 and 1927, inclusive, as aforesaid.

The service performed by him and by said firm in connection with the defense of the estate of said Florence T. Holland against the claims of the Government seeking to collect against her the taxes assessed against said W. P. Holland in the sum of $681,163.40, together with interest thereon from February 1, 1924, as aforesaid, and in the defense against the petitions of intervention filed by the Government as aforesaid, were reasonably worth the sum of $25,000, and such sum would be a usual and customary fee for such services as last aforesaid; that said services resulted in

the complete rejection and withdrawal of said claim of the Government; that said William E. Lamb upon information and belief says that the plaintiff and interveners herein made no defense whatever to the Government's claim or to the petition of intervention filed herein which asserted a claim on behalf of the Government paramount and superior to the
168 claims of said plaintiff and interveners herein; and the defense made by said William E. Lamb and said firm on behalf of said Florence T. Holland was the only successful defense made to the Government's petition of intervention and was responsible for the Government's dismissal thereof.

Said services so performed in connection with the defense against the Government's claims for taxes as aforesaid, both with respect to the taxes claimed on income of said Florence T. Holland and the taxes assessed against said W. P. Holland, were to the benefit and advantage of the plaintiff and interveners herein and to the benefit and advantage of all others who may hereafter have or claim any interest in or to any part of the estate of said Florence T. Holland; and the service so performed in connection with said matters were reasonably worth all and more than the total amount of moneys and notes received by said William E. Lamb and said firm as aforesaid.

XV.

Further answering said petition said William E. Lamb says that the services rendered by him and by said firm in connection with the litigated cases as aforesaid, which cases involved amounts claimed by the interveners in said cause 129 in excess of $7,000.00 were valuable and important services rendered Florence T. Holland; that said services were rendered in good faith and in the usual course of business and in the belief that said services would be paid for in the

ordinary and usual course and the said William E. Lamb and all of the members of said firm of Butler, Lamb, Foster & Pope, so far as they had any information or belief regarding said matters, were of the honest belief that all of the property in the hands of Florence T. Holland belonged to her and was her property in law and in fact and that any transfers made by said W. P. Holland to said Florence T. Holland had been made in good faith and for valuable
169 consideration and without fraud or intent to defraud or hinder or delay any creditor or creditors whatsoever and that said services were not rendered for the purpose of hindering and delaying creditors of W. P. Holland or Florence T. Holland but solely in the belief that the claim of interveners and plaintiff in case 129, were illegal and void, against W. P. Holland and as against Florence T. Holland, and the total of all payments which may have been received on account of services rendered in said litigated cases was less than reasonably adequate compensation for the services so rendered.

XVI.

Further answering said petition said William E. Lamb says that during the performance of the aforesaid services the fact that said William E. Lamb and said firm of Butler, Lamb, Foster & Pope were employed to act and in good faith did and were in fact acting as attorneys for said Florence T. Holland in all said litigated cases and the magnitude of the time given by them to such services were fully known and understood by plaintiff and interveners herein and their counsel, but notwithstanding such knowledge no injunction pending the final disposition of the said cause 129 or any other cause was applied for or obtained preventing said Florence T. Holland from making payments to any person and no action was taken

by plaintiff or interveners to have placed in the custody of the Court by receivership or other appropriate measure the property of said Florence T. Holland which was sought to be reached by plaintiff and interveners in cause 129 or in other suits pending the final disposition thereof; and plaintiff and interveners herein and their counsel are now estopped to
170 object to any of said payments on account for services, or cash disbursements returned as aforesaid or to undertake to recover any proceeds derived by said William E. Lamb or said firm of Butler, Lamb, Foster & Pope from notes of said Florence T. Holland or moneys paid by her to said firm for services or any repayment of cash disbursements as aforesaid, in the manner and form hereinbefore set out.

XVII.

Further answering said petition said William E. Lamb says that at all times when payments for services or cash disbursements as aforesaid were received by him or by said firm, said Florence T. Holland had in her own right a separate estate over and above any estate represented by or derived from transfers of cash or property, real or personal, of any kind or character, from said W. P. Holland to her; that said separate estate at the time of each and every payment received by said William E. Lamb or by said firm for services or cash disbursements as aforesaid was in excess of the amount so paid and that the total amounts received by said William E. Lamb and by said firm both as payments for services and as payments for cash disbursements as aforesaid were less than the total amount of said separate estate of said Florence T. Holland after making full allowance for expenditures, if any, therefrom, or depletion, if any thereof.

XVIII.

Further answering said petition said William E. Lamb says that said petition was filed by and in the name of plaintiff only and not in the name of or on behalf of any of the interveners; that the total claim of plaintiff was for the sum of $36,032.78, with interest, and in the final decree entered in cause 129 the correct amount of plaintiff's claim was found
171 to be $19,653.63; but no judgment was rendered in favor of said S. B. Cramer; that heretofore on or about the 1st day of May, 1930, the receiver appointed by this Court took into custody, pursuant to said final decree, property and money of a value greatly in excess of the amount of plaintiff's claim; that at all times when said William E. Lamb or said Butler, Lamb, Foster & Pope received any payments of moneys or notes for services or in reimbursement of cash disbursements as aforesaid, the estate remaining in the hands of Florence T. Holland was always greatly in excess of the amount of plaintiff's claim as aforesaid, and said estate was at all times greatly in excess of the amount of any and all claims asserted in said cause 129, against said estate prior to April 17, 1930, by plaintiff and interveners (other than the United States of America, whose intervention has heretofore been dismissed or withdrawn as aforesaid).

XIX.

Further answering said petition said William E. Lamb denies that said plaintiff or interveners herein or any of them are entitled to any of the relief prayed in said petition or to any relief of any kind or character whatsoever against him or against said firm of Butler, Lamb, Foster & Pope or any member thereof.

XX.

Answering said citation served upon him on or about April 21, 1930, pursuant to said petition, said William E. Lamb adopts for answers to said citation all of the foregoing answer to said petition and without repetition makes the same answer to said citation as hereinbefore set forth in answer to said petition.

Now, having fully answered both said citation and said petition, said William E. Lamb prays that he be held to have committed no contempt as in the petition alleged or as in the citation charged, and that he be fully and completely exonerated from all charges herefor, and fully and completely discharged from said citation, and that the same be discharged as against him; that the said petition be dismissed as against him, and that he be hence dismissed with his costs, etc.

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WILLIAM E. LAMB,
W. C. WELLS,
Atty. for William E. Lamb.

State of Illinois,
County of Cook, ss.

William E. Lamb, being duly sworn, doth depose and say that he is the person named in the foregoing answer, that he has read the same and knows the contents thereof and that the same is true to his own knowledge, except such allegations as are therein stated to be on information and belief and those he believes to be true.

WILLIAM E. LAMB.

Subscribed and sworn to before me this 16th day of May, 1930.

FRANCES C. ROBERTSON,
(Seal) Notary Public.

My commission expires April 16th, 1934.

173 EXHIBIT A.

The Planters National Bank 85-120
of Clarksdale.

Clarksdale, Miss., Mar. 5-1929. No. 258012.

Pay to the
Order of First National Bank, Chicago $3796.87

Planters
National Bank $3796 & 87 cts. Dollars.

To Continental and Commercial
National Bank of Chicago, Illinois.

2-3 E. P. GRAVES,
A-Cashier.

Registered.
W. B. KING,
Teller.

(Back)

FLORENCE HOLLAND.

Paid 3-8-29. 2-3.

Paid through Chicago Clearing House
Mar.-8-29
to the
First National Bank, Chicago, Ill.

102,749031
154,152431

25690146

174 EXHIBIT B.

The Planters National Bank of Clarksdale. 85-120

Clarksdale, Miss., June 6, 1929. No. 258377.

Pay to the
Order of First National Bank of Chicago $11531.25

Planters
National Bank $11531 & 25 cts. Dollars.

To Continental and Commercial
National Bank of Chicago, Illinois.

2-3 N. D. SESSION,
Vice-President.
Cashier.

E. P. GRAVES,
Teller.

(Back)

HOLLAND.

Paid through Chicago Clearing House
I
Jun-8-1929 B
to the
First National Bank.

To the Order of Any Bank or Banker.
Prior Indorsements Guaranteed.
2-1 First National Bank of Chicago, Illinois. 2-1

175 EXHIBIT C.

The Planters National Bank of Clarksdale. 85-120

Clarksdale, Miss., Dec. 14, 1929. No. 258471.

Pay to the
Order of First National Bank of Chicago $12833.33

Planters
National Bank $12833 & 33 cts Dollars.

To Continental and Commercial
National Bank of Chicago, Illinois.

2-3 N. S. SESSIONS,
Vice-President.
Cashier.

R. N. BALTZER,
Teller.

(Back)

Paid through Chicago Clearing House
1.
Dec. 16-1929.
to the
First National Bank.

Pay to the Order of Any Bank or Banker.
Prior Indorsement Guaranteed.
2-1 First National Bank of Chicago, Illinois. 2-1

N.
Dec. 16,
1929.

176 EXHIBIT D.

The Planters National Bank of Clarksdale. 85-120

Clarksdale, Miss., Dec. 14, 1929. No. 258472

Pay to the
Order of First National Bank of Chicago $12833.33

Planters
National Bank $12833 & 33 cts. Dollars.

To Continental and Commercial
National Bank of Chicago, Illinois.
2-3 N. B. SESSIONS,
Vice-President.
Cashier.

Registered.
R. N. BALTZER,
Teller.

(Back)

Paid through Chicago Clearing House
1.
Dec. 16, 1929.
to the
First National Bank.

Pay to the Order of Any Bank or Banker.
Prior Indorsements Guaranteed.
2-1 First National Bank of Chicago, Illinois. 2-1

N.
Dec. 16,
1929.

177 EXHIBIT E.

The Planters National Bank 85-120
of Clarksdale.

Clarksdale, Miss., Oct. 18, 1929. No. 1638.

Pay to the
Order of Butler, Lamb, Foster and Pope, Attys.
$10,000.00

Planters
National Bank $10000.00 cts. Dollars.

To Guaranty Trust Company of New York, New
1-23 York.

N. B. SESSIONS,
Vice-President.
Cashier.

(Back)

Pay to the Order of Any Bank or Banker or Trust Co.
All Prior Indorsements Guaranteed.
Oct. 21, 1929.
2-1 First National Bank, Chicago, Ill. 2-1"*L
R. F. Newhall, Cashier.

First National Bank
4326 or order
Chicago, Ill.
BUTLER, LAMB, FOSTER
& POPE.

Filed May 19, 1930.

178 (Title Omitted.)

Comes now William E. Lamb, having heretofore appeared in this cause specially and for the sole purpose of answering the citation issued herein and served upon him on or about April 21, 1930, and answering the petition upon which said citation was issued, and not otherwise, and now saving and reserving his appearance as aforesaid, does hereby by his attorney, W. Calvin Wells, appear specially for the sole purpose of moving the Court to quash the citation aforesaid and to dismiss the petition aforesaid, and for no other purpose, on the ground that the Court was and is without jurisdiction therein for the following reasons:

1. The petition upon which the citation was issued is insufficient to confer any jurisdiction upon this Court; to confer any jurisdiction upon this Court over the subject matter thereof; or to confer any jurisdiction upon this Court over respondent William E. Lamb.

2. The Court was without jurisdiction to order issuance of any citation on the petition filed.

3. The citation is insufficient to confer any jurisdiction upon this Court; to confer any jurisdiction upon this Court over the subject matter thereof; or to confer any jurisdiction upon this Court over respondent, William E. Lamb.

4. The citation is not responsive to the petition.

179 5. The jurisdiction of the Court in cases of contempts is limited by Section 268 of the Judicial Code (R. S. 725; U. S. Code, Title 28, Section 385); and neither the petition nor the cita-

tion allege or show any facts bringing the proceeding herein against said William E. Lamb within any of the provisions of said section.

6. The petition, the citation and the answer show that this Court is without jurisdiction in this proceeding under the provisions of Section 268 of the Judicial Code (R. S. 725; U. S. Code, Title 28, Section 385).

7. The petition and citation are vague, uncertain and indefinite and do not clearly advise said William E. Lamb of any charges brought or relief sought against him.

8. Neither the petition nor the citation show whether the proceeding instituted thereby is civil contempt or criminal contempt.

9. No prayer for punishment, fine or other relief is made in the petition.

10. No prayer for punishment, fine or other relief appropriate to either a civil contempt or a criminal contempt is made in the petition.

11. There is a misjoinder of causes in the petition, in the citation and in the petition and citation.

12. No plenary process was issued herein against or served upon said William E. Lamb and no summary process can give the Court jurisdiction as in a plenary suit.

13. A full and complete settlement having been had between the parties thereto and a final decree having been entered in the case of Sterling B. Cramer vs. Florence T. Holland, et al., in Equity No. 129, the Court is without jurisdiction to proceed under the petition and/or citation.

14. The Court was and is without jurisdiction of the parties and subject matter in the case of Sterling B. Cramer vs. Florence T. Holland, et al., No. 129 in Equity.

15. At the time and place of the service of said citation on said William E. Lamb, he was exempt and privileged from service of said citation.

16. The Court was and is without jurisdiction to grant any equitable relief in this proceeding.

W. C. WELLS,
Attorney for Respondent, William E. Lamb, for the Sole Purpose of This Motion and for No Other Purpose Whatsoever.

Filed July 22, 1930.

DECREE.

(Title Omitted.)

This day came on to be heard at Chambers, in vacation, by consent of all parties hereto, the above styled cause, upon the petition of plaintiffs for the citation of William E. Lamb for contempt, and for an order to turn over money paid to said Lamb by the defendants, and upon the motion to quash the process and dismiss the petition for citation of William E. Lamb for contempt, and for order to turn over money paid Lamb by defendant, and said matters

having been presented to the Court, both in oral argument and in written briefs, and the Court having carefully considered same and being fully advised in the premises, is of the opinion that the rule to show cause should be discharged and the petition dismissed without prejudice to the rights of the plaintiffs or the Receiver, or any interested party, to proceed civilly in the matter as they or any one of them may be advised;

It is now, therefore, considered by the Court, and ordered, adjudged and decreed as follows, to-wit:

That the said motion of the said William E. Lamb to quash the process and dismiss the petition for the citation of William E. Lamb for contempt, and for an order to turn over money paid him by the defendants, be and the same is hereby sustained and the rule to show cause is hereby discharged and the said petition is hereby dismissed without prejudice to the rights of the plaintiffs, the Receiver, or any interested party, to proceed civilly in the matter as they or any of them may be advised; and the said Wil-
182 lian E. Lamb is dismissed hence without day, and all costs of this proceeding to be taxed by the Clerk are taxed upon the plaintiffs herein, judgment for said costs when so taxed is hereby entered against plaintiffs, for which let execution issue as at law.

To all of the foregoing decree the plaintiffs, by their attorneys, excepted in open Court, and their exception was allowed, and having prayed an appeal in open Court to the Circuit Court of Appeals, the same is hereby allowed, and the amount of the bond therefor is hereby fixed at Five Hundred ($500.00) Dol-

lars, and having been executed with The Fidelity & Casualty Company of New York, the same is hereby approved.

Ordered, adjudged and decreed, this the 29th day of July, 1930.

E. R. HOLMES,
District Judge.

Filed Aug. 9, 1930.

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183 BOND FOR APPEAL.

(Title Omitted.)

Know all men by these presents: That we, Sterling B. Cramer, Canal Bank & Trust Company, Hibernia Bank & Trust Company, Philadelphia National Bank, Continental Illinois Bank & Trust Company, Citizens & Southern Bank, Mississippi Valley Merchants State Trust Company, Bank of America, Bank of Commerce & Trust Company, Chemical National Bank, Hanover National Bank, National Bank of Kentucky, First National Bank of Boston, and Irving Trust Company, and William A. Schmitt, Receiver, principals, and The Fidelity and Casualty Company of New York, as surety, acknowledge ourselves to be jointly indebted to William E. Lamb, appellee in the above cause, in the sum of Five Hundred Dollars ($500.00), conditioned that, whereas, on the 29th day of July, 1930, in the District Court of the United States for the Delta Division of the Northern District of Mississippi, in a suit pending in that Court wherein the principals were plaintiffs and William E. Lamb, defendant, numbered on the equity docket as above, a decree was rendered against the said plaintiffs; and

they having obtained an appeal to the Circuit Court of Appeals and filed a copy thereof in the office of the Clerk of the Court to reverse the said decree and a citation directed to the said defendant citing and admonishing him to be and appear at a session of the
United States Circuit Court of Appeals for
184 the Fifth Circuit to be held in the City of New Orleans, Louisiana, on the.....day of.....; A. D. 1930;

Now, if the said plaintiffs shall prosecute their appeal to effect and shall answer all damages and costs if they fail to make their plea good, the above abligation to be void; otherwise to remain of full force and virtue.

Witness the hands of the parties, this the 30 day of July, 1930.

WILLIAM A. SCHMITT,
Receiver;
STERLING B. CRAMER,
CANAL BANK & TRUST CO.,
PHILADELPHIA NATIONAL BANK,
CONTINENTAL ILL. BANK & TRUST CO.,
CITIZENS & SO. BANK,
MISS. VALLEY MERCHANTS STATE TR. CO.,
CHEMICAL NATIONAL BANK,
HANOVER NATIONAL BANK,
NATIONAL BANK OF KENTUCKY,
FIRST NAT. BANK OF BOSTON,

IRVING TRUST CO.,
HIBERNIA BANK & TRUST CO.,
BANK OF AMERICA,
BANK OF COMMERCE & TRUST CO.,
Principals.

FIDELITY & CASUALTY CO. OF NEW YORK,
(Seal) By MAY L. BLACK,
Surety.

Approved, this the 29th day of July, 1930.
E. R. HOLMES,
District Judge.

Filed Aug. 9, 1930.

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185 ASSIGNMENT OF ERRORS.

(Title Omitted.)

And now, on this the 30 day of July, 1930, came the plaintiffs, joined in by the Receiver, by their solicitors, and say that the decree entered in the above styled cause on the 29th day of July, 1930, is erroneous and unjust to the plaintiffs, because:

The pleadings filed herein on April 21, 1930, in cause No. 129 alleging the fraudulent transfer pendente lite of approximately $90,000.00 to William E. Lamb, one of the attorneys for the defendant in cause No. 129, and seeking to have the said Lamb pay the said money back into Court, was, and is, an ancillary proceeding in cause No. 129, and was effectual to

make the said William E. Lamb a party to said cause for the purpose stated; and that the citation issued thereon, as of April 21, 1930, which was duly served on the said William E. Lamb with a copy of the petition, was effectual to make the said Lamb a party to cause No. 129, in equity for all purposes.

The answer of the said William E. Lamb to said petition of April 21, 1930, filed May 19, 1930, was and is, and constituted an entry of appearance of the said William E. Lamb in said cause No. 129 as a party thereto, with a waiver of any plea to the jurisdiction of the Court in that cause.

Therefore, it is respectfully urged and as-
186 signed here as error that the Court erred in sustaining the motion to quash the service of process filed herein on the.....day of....., 1930, for the causes set out in said motion to quash.

Respectfully submitted,
GREEN, GREEN & POTTER,
ROBERSON & COOK,
MAYNARD, FITZGERALD & VENABLE,
Solicitors for all Plaintiffs and the Receiver.

Filed July 29th, 1930.
E. R. HOLMES,
Judge.

Filed August 9th, 1930.

187 PRAECIPE TO THE CLERK OF THE DISTRICT COURT AFORESAID TO MAKE UP THE RECORD FOR APPEAL IN THE MATTER OF THE QUASHING OF PROCESS IN RE: WILLIAM E. LAMB IN SAID CAUSE.

(Title Omitted.)

To the District Clerk of the Court Aforesaid:

You are hereby requested to make up the record in the above styled cause and matters on appeal and to include within the record the following:

(a) Original Bill.

(b) Supplemental Bill.

(c) Order on Intervention of the Canal Bank and Trust Company.

(d) Interventions of the Canal Bank & Trust Company.

(e) Order on Intervention of the thirteen creditor banks, First National Bank of Boston, et al.

(f) Intervention of the thirteen creditor banks.

(g) Supplemental Petition of the plaintiffs as against William E. Lamb, Bank of Grenada and others.

188 (h) Answer of William E. Lamb.

(i) Motion to quash service by William E. Lamb.

(j) Decree.

(k) Appeal Bond.

(l) Assignment of Errors.

Yours truly,
MAYNARD, FITZGERALD
& VENABLE.

We, Maynard, FitzGerald & Venable, hereby certify that we have this day forwarded to Messrs. Wells, Jones, Wells & Lipscomb, attorneys for William E. Lamb, a full, true and correct copy of the above praecipe, with the request that they, as attorneys for the said William E. Lamb, file with the Clerk any additional request for parts of the record which they desire to be included in the record when made up for appeal.

Witness our hands, this the 1 day of August, 1930.
GERALD FITZGERALD,
MAYNARD, FITZGERALD
& VENABLE.

Filed August 15th, 1930.

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189 ADDITIONAL PRAECIPE TO THE CLERK OF THE DISTRICT COURT AFORESAID TO MAKE UP THE RECORD FOR APPEAL IN THE MATTER OF THE QUASHING OF PROCESS IN RE: WILLIAM E. LAMB, IN SAID CAUSE.

(Title Omitted.)

To the District Clerk of the Court Aforesaid:

In making up the record on appeal in the above

styled cause, please add the following which was omitted in the original praecipe handed to you, to-wit:

(1) Final Decree in Cause Number 129, of date April 30, 1930.

(2) Order dated April 30, 1930, continuing the claim against William E. Lamb, and setting the same for trial at Biloxi, May 9th.

Yours truly,
MAYNARD, FITZGERALD & VENABLE.

We, Maynard, FitzGerald & Venable, hereby certify that we have this day forwarded to Messrs. Wells, Jones, Wells & Lipscomb, attorneys for William E. Lamb, a full, true and correct copy of the above additional praecipe with the request that they, as attorneys for the said William E. Lamb, file with
190 the Clerk any additional request for parts of the record which they desire to be included in the record when made up for appeal.

Witness our hands this the 16th day of August, 1930.

GERALD FITZGERALD.

Filed August 16, 1930.

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191 ADDITIONAL PRAECIPE TO THE CLERK OF THE DISTRICT COURT AFORESAID TO MAKE UP THE RECORD FOR APPEAL IN THE MATTER OF THE QUASHING OF PROCESS IN RE: WILLIAM E. LAMB, IN SAID CAUSE.

(Title Omitted.)

To the District Clerk of the Court Aforesaid:

Through error or oversight in presenting you former

praecipes we omitted two matters of record, which you will please add to the record which you are making up for the Circuit Court of Appeals, to-wit:

(1) Order of temporary injunction entered into by agreement April 22, 1930, as shown by Equity Journal No. 1, page 344.

(2) Citation issued to William E. Lamb, et al., April 21, together with return of the Marshal.

Yours truly,

MAYNARD, FITZGERALD & VENABLE.

We, Maynard, FitzGerald & Venable, hereby certify that we have this day forwarded to Wells, Jones, Wells & Lipscomb a correct copy of the foregoing additional praecipe, with the request that they add any additional parts of the record which they may desire to their praecipe.

This the 28th day of August, 1930.

GERALD FITZGERALD.

Filed August 28th, 1930.

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192 I, B. B. LOWREY, Clerk of the United States District Court for the Northern District of Missisippi, do hereby certify that the foregoing one hundred and ninety-two (192) pages contain true and correct copies of all of the documents, orders and proceedings in the cause of Sterling B. Cramer, et al., vs. Florence T. Holland, et al., as fully as the same now appear of record with reference to William E. Lamb, and in the files of my office, except such

orders as have been revoked and annulled by subsequent orders and not essential to the record in said cause.

Given under my hand and seal of this Court at Clarksdale, Mississippi, this the 28th day of August, 1930.

B. G. LOWREY,
Clerk, United States District Court, for Northern District of Mississippi,
By CELIA COOK DAVIS,
Deputy Clerk.

(Seal)

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193 SUPPLEMENTAL TRANSCRIPT.

Filed October 20, 1930.

UNITED STATES CIRCUIT COURT OF APPEALS, FIFTH CIRCUIT.

No. 6004.

STERLING B. CRAMER, ET AL.,
Appellants,

versus

WILLIAM E. LAMB,
Appellee.

APPEAL FROM THE DISTRICT COURT OF THE UNITED STATES FOR THE NORTHERN DISTRICT OF MISSISSIPPI.

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195 (Title Omitted.)

Now comes William E. Lamb, by his attorney, and moves the Court to enlarge to thirty days the time

within which praecipe may be filed on behalf of appellee for additional portions of the record to be incorporated in the transcript in the matter of appeal by plaintiff and interveners in the above entitled cause; and in support of said motion shows:

The record in the above entitled cause is a voluminous one containing a large number of pleadings, and counsel for said William E. Lamb is not familiar with said record and is, therefore, unable within the time allowed by Equity Rule 75, to determine and designate what additional portions of the record, if any, should be included in the transcript aforesaid.

Said William E. Lamb, at the time of the filing of praecipe by the plaintiff, was away from his office, necessarily absent on business, and has not been able to return in time to prepare praecipe on behalf of appellee.

196 Before such praecipe can be prepared, it will further be necessary to obtain from the files of the Clerk of the District Court of the United States at Clarksdale, Mississippi, a complete list of the pleadings filed in the above entitled cause, such a list not being now available to said William E. Lamb or to his counsel and such list is necessary to the preparation of praecipe on behalf of appellee as aforesaid.

W. CALVIN WELLS,
Attorney for said William E. Lamb.

Filed Sept. 2, 1930.

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197 ORDER.

(Title Omitted.)

This cause came on to be heard this day upon the motion of William E. Lamb, by his attorneys, for an

extension of time of thirty days within which praecipe may be filed on behalf of the said William E. Lamb for additional portions of the record to be incorporated in the transcript in the appeal of the above cause and the Court having considered the motion is of the opinion that the same should be sustained.

It is, therefore, ordered, adjudged and decreed that William E. Lamb, defendant in the above cause, be and he is hereby allowed thirty days additional time from this date in which to file his praecipe in said cause for such portions of the record as he desires incorporated in the transcript of the appeal of said cause.

Ordered, adjudged and decreed, this 2nd day of September, 1930.

E. R. HOLMES,
District Judge.

Filed Sept. 4, 1930.

Order Book 2, Page 240.

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198 PRAECIPE OF APPELLEE FOR ADDITIONAL PORTIONS OF THE RECORD TO BE INCORPORATED INTO THE TRANSCRIPT ON THE APPEAL FILED ON BEHALF OF PLAINTIFF AND INTERVENERS.

(Title Omitted.)

To the Clerk of the District Court of the Uuited States for the Northern District of Mississippi, Delta Division:

You will please incorporate into the transcript of record on the appeal filed in the above entitled cause

on behalf of plaintiff, the following portions of the record in addition to those designated in the praecipe and supplemental praecipes heretofore filed by Messrs. Maynard, Fitzgerald and Venable:

(1) Motion to dismiss bill of complaint, filed 7/14/28.

(2) Objections and exceptions of defendant to motion of plaintiff to file supplemental bill.

(3) Petition of intervention of U. S., filed 1/8/29.

(4) Order allowing U. S. A. to intervene, filed 1/8/29.

199 (5) Opinion of Court denying motions to dismiss, filed 1/8/29.

(6) Order overruling motions to dismiss and allowing exceptions, filed 1/12/29.

(7) Order allowing filing of supplemental bill and exception granted, filed 1/12/29.

(8) Application for receiver and notice, filed 1/17/29.

(9) Motion to withdraw motion for receiver, filed 1/21/29.

(10) Answer of Mrs. Florence T. Holland, filed 1/22/29.

(11) Motion to dismiss petition of intervention of U. S., filed 1/22/29.

(12) Motion to dismiss petition of intervention of Canal Bank, filed 10/1/29.

(13) Motion to strike came, filed 10/1/29.

(14) Motion to make more specific same, filed 10/1/29.

(15) Amended and substituted answer of F. T. Holland, filed 12/16/29.

(16) Answer of defendant, Florence T. Holland, to Petition of Intervention of the thirteen creditor banks.

(17) Answer of defendant, Florence T. Holland, to Petition of Intervention of Canal Bank & Trust Company.

(18) Order for issuance of citations for contempt and to show cause.

(19) Praecipe on appeal, filed August 15, 1930.

(20) Additional praecipe, filed August 16, 1930.

(21) Additional praecipe, filed August 28, 1930.

200 (22) Order enlarging time for filing of praecipe on behalf of appellee.

(23) This praecipe.

Respectfully,

WELLS, JONES, WELLS & LIPSCOMB,

Attorneys for William E. Lamb, Appearing Specially as Set Forth in Appearance Herein.

Filed Sept. 13, 1930.

201 OBJECTIONS OF STERLING B. CRAMER, PLAINTIFF, TO CERTAIN OF THE ADDITIONAL PORTIONS OF RECORD ASKED TO BE INCLUDED BY THE DEFENDANT, WILLIAM E. LAMB, IN THE TRANSCRIPT OF APPEAL TO THE CIRCUIT COURT OF APPEALS.

(Title Omitted.)

To the Clerk of the District Court of the United States for the Northern District of Mississippi, Delta Division:

And now comes Sterling B. Cramer, appellant in the above styled cause and objects to the incorporation into the transcript of the record on the appeal filed in the above styled cause, to the inclusion in said record of the following portions asked to be included therein by the appellee and defendant, Lamb, by his praecipe filed with the Clerk aforesaid, on the 15th day of August, 1930, as follows:

A. The appellant objects to the inclusion in the record on appeal to:

1. Motion to dismiss bill of complaint, filed 7/14/28.

202 2. Objections and exceptions of defendant to motion of plaintiff to file supplemental bill.

3. Petition of intervention of U. S., filed 1/8/29.

4. Order allowing U. S. A. to intervene, filed 1/8/29.

5. Opinion of Court denying motions to dismiss, filed 1/8/29.

6. Order overruling motions to dismiss and allowing exceptions, filed 1/12/29.

7. Order allowing filing of supplemental bill and exception granted, filed 1/12/29.

8. Application for receiver and notice, filed 1/17/29.

9. Motion to withdraw motion for receiver, filed 1/21/29.

10. Answer of Mrs. Florence T. Holland, filed 1/22/29.

11. Motion to dismiss petition of intervention of U. S., filed 1/22/29.

12. Motion to dismiss petition of intervention of Canal Bank, filed 10/1/29.

13. Motion to strike same, filed 10/1/29.

14. Motion to make more specific same, filed 10/1/29.

15. Amended and substituted answer of F. T. Holland, filed 12/16/29.

16. Answer of defendant, Florence T. Holland, to Petition of Intervention of the thirteen creditor banks.

203 17. Answer of defendant, Florence T. Holland, to Petition of Intervention of Canal Bank & Trust Company. And for causes assigns the following reasons:

None of the above mentioned parts of the record in the lower Court have any bearing, or can have any bearing whatever upon the motion in this cause to quash the service on the defendant Lamb, and are not properly parts of the record on appeal.

The sole question on appeal as presented to the Circuit Court of Appeals, and as presented to the Honorable E. R. Holmes, Judge of the lower Court, was and is:

"Was William E. Lamb at the time of the service of the writ upon him in this cause, a non-resident attorney attending Court in a foreign jurisdiction, and hence not subject to the service of subpoena, or other writ in the District Court of the United States for the Delta Division of the Northern District of the State of Mississippi?"

The above numbered parts of the record asked to be included by the defendant and appellee Lamb, can have no bearing upon this question. If the defendant and appellee, Lamb, contends that the Court committed any error in the trial of the original case on the merits, then he, Lamb, should plead or demur on the merits, and such questions cannot arise upon the motion to quash the service.

The inclusion of the above parts of the re-
204 cord would have a tendency to confuse the Court, and could have no bearing upon the issue presented.

The inclusion of the above numbered parts of the record in the lower Court as a part of the appeal in this cause would be extra and useless, and constituting a vexatious imposition of expense, as the same have no bearing upon the issues presented.

It is therefore respectfully requested that this question of including in the record the above numbered

portions be referred to His Honor, Judge E. R. Holmes, for his decision as to whether or not such portions of the record are pertinent to the issue and should be included in the record, and in order that he make such provisions as to cost and expense of including same as he may deem proper.

For this purpose the Clerk is respectfully requested to refer to His Honor, Judge E. R. Holmes, the original portions of the record above referred to, together with the praecipe of the defendant, William E. Lamb, and these objections thereto so that the same may be heard by His Honor on the 27th day of September, 1930, or as soon thereafter as he can take the matter up.

Respectfully submitted,
MAYNARD, FITZGERALD
& VENABLE,
Attorneys for Appellant.

To Wells, Jones, Wells & Lipscomb, Attorneys for William E. Lamb:

Notice is hereby given you that the above
205 objections, together with the parts of the record mentioned, will be referred to and taken up before Judge E. R. Holmes on Saturday, September 27, 1930, at Yazoo City, Mississippi, in Chambers, or as soon thereafter as the said Judge may indicate.

Respectfully,
MAYNARD, FITZGERALD
& VENABLE,
Attorneys for Appellant.

We, Maynard, Fitzgerald & Venable, hereby testify that we have this day forwarded to Messrs. Wells,

Jones, Wells & Lipscomb, by prepaid mail a true and correct copy of the foregoing objections, etc., addressing same to their office at Jackson, Mississippi.

Witness our hands this 15th day of September, 1930.

MAYNARD, FITZGERALD & VENABLE.

Filed Sept. 15, 1930.

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206 (Title Omitted.)

This cause coming on this day to be heard on the motion of the plaintiffs-appellants, resisting the inclusion in the record of certain parts thereof requested to be included in the record by the appellee in his praecipe for preparation of the record filed with the Clerk September 13, 1930, and the Court, being advised in the premises, doth adjudge and decree that the following portions of the record requested in said praecipe of the appellee need not be included in the record, to-wit:

(1) Motion to dismiss bill of complaint, filed 7/14/28.

(2) Objections and exceptions of defendant to motion of plaintiff to file supplemental bill.

(3) Petition of intervention of U. S., filed 1/8/29.

(4) Order allowing U. S. A. to intervene, filed 1/8/29.

(5) Opinion of Court denying motions to dismiss, filed 1/8/29.

(6) Order overruling motions to dismiss and allowing exceptions, filed 1/12/29.

(7) Order allowing filing of supplemental bill and exceptions granted, filed 1/12/29.

(8) Application for receiver and notice, filed 1/17/29.

(9) Motion to withdraw motion for receiver, filed 1/21/29.

207 (10) Answer of Mrs. Florence T. Holland, filed 1/22/29.

(11) Motion to dismiss petition of intervention of U. S., filed 1/22/29.

(12) Motion to dismiss petition of intervention of Canal Bank, filed 10/1/29.

(13) Motion to strike same, filed 10/1/29.

(14) Motion to make more specific same, filed 10/1/29.

(15) Amended and substituted answer of F. T. Holland, filed 12/16/29.

(16) Answer of defendant, Florence T. Holland, to Petition of Intervention of the thirteen creditor banks.

(17) Answer of defendant, Florence T. Holland, to Petition of Intervention of Canal Bank & Trust Company.

It is further ordered that the Appellee may reduce such parts of the record as he deems necessary to narrative form, and the Court will, if proper, approve the same and include it in the record, or the Court will make a finding of fact, if requested by the Appellee.

It is further ordered that the time for the preparation of the record in this cause be, and the same is hereby, closed as of the 15th day of October, 1930.

This order is without prejudice to the Appellee to move, at any time he sees fit, in the Circuit Court of Appeals for Certiorari for diminution of the record, but this Court is of opinion that the record is sufficient to present fairly the issues in the case to the Court of Appeals.

It is further ordered, that the objections of Sterling B. Cramer, Plaintiff, to certain or the additional portions of the record asked to be included by the defendant, William E. Lamb, in the transcript of appeal to the Circuit Court of Appeals heretofore filed in this cause, together with a copy of this order, be made a part of the record on appeal to the Circuit Court of Appeals.

It is further found by the Court that no receiver was ever appointed in this case until the final decree dated April 30, 1930; neither was there any injunction granted against Mrs. Florence T. Holland restraining her from disposing of any property prior to April 21st, 1930, and no payments were made to William E. Lamb after said date, and no order has at any time been issued by the Court which Mr. Lamb has violated. These facts are shown by those portions of the record which the Court has refused to send up in full.

Appellee, William E. Lamb, excepted to the above and foregoing order in open Court, and his exception was allowed.

Ordered and considered this 9th day of October, A. D. 1930.

E. R. HOLMES,
U. S. District Judge.

I, B. G. LOWREY, Clerk of the District Court of United States, for the Northern District of Mississippi, do hereby certify that the foregoing Fifteen (15) Pages contained true and correct copies of the additional orders and proceedings, in the case of Sterling B. Cramer, et al., vs. Florence T. Holland, et al., to be included in transcript of record, filed with Circuit Court of Appeals, from August 29, 1930.

Given under my hand and seal of said Court at Clarksdale, Mississippi, this the 15th day of October, 1930.

B. G. LOWREY,
Clerk,

(Seal)

By CELIA COOK DAVIS,
Deputy Clerk.

IN UNITED STATES CIRCUIT COURT OF APPEALS, FIFTH CIRCUIT

No. 6004

STERLING B. CRAMER et al., Appellants,

vs.

FLORENCE T. HOLLAND et al., Appellees

MOTION OF APPELLEE TO DISMISS—Filed December 27, 1930

Comes now appellee by his counsel and moves the court to dismiss this appeal on the ground that this court is without jurisdiction thereof for the following reasons:

(1) the order appealed from is a judgment in favor of the defendant in a criminal contempt proceeding and this court is without jurisdiction to review a judgment in favor of the defendant in such a proceeding, or in the alternative.

(2) if the order appealed from was entered in a civil proceeding this court is without jurisdiction to review said order because it is not a final appealable order.

Respectfully submitted.
W. Calvin Wells, Arvid B. Tanner, Attorneys for Appellee.

In support of the foregoing motion Appellee submits herewith a brief and argument.

IN UNITED STATES CIRCUIT COURT OF APPEALS, FIFTH CIRCUIT

[Title omitted]

REPLY OF APPELLANTS TO MOTION OF APPELLEE TO DISMISS—Filed January 9, 1931

The appellee has filed his motion to dismiss the appeal in the above case on substantially two grounds:

I

The Court is without authority to review the judgment of the Court below because the proceeding in the Court

below was a contempt proceeding, and because the contempt proceeding was not maintainable upon the facts alleged in the citation and the petition upon which it was founded.

II

The decree appealed from is not a final decree, and, therefore, not reviewable by this Court.

Most of the brief of counsel for the appellee is devoted to those legal questions arising out of the contempt phase of the proceeding against the appellee in the Court below. It would avail us nothing to enter into a moot debate with counsel as to the propriety of that proceeding inasmuch as there is no error assigned by the appellant upon the action of the Court below in dismissing the contempt charge. We cannot see how counsel voluntarily raises supposed error, and contends so vociferously that the contempt proceeding was not maintainable in the Court below, and if mantainable, the action of the Court in disposing of the same is not reviewable here. We can, therefore, for the purposes of this appeal, agree with counsel that the Court was correct in dismissing the contempt charge. This disposes of the first question above mentioned, and practically disposes of the motion to dismiss the appeal.

On the second proposition, to-wit: that the decree appealed from was not a final decree, we ask the Court to bear in mind that the error asserted here on the part of the Court below was his action in dismissing the civil proceeding wherein the appellee had been made a party by supplemental bill or petition and by order of the Court, thereon, and to which he interposed his answer upon the merits. We also ask the court to bear in mind that the proceeding against the appellee here in the Court below was an ancillary proceeding against him seeking civil relief. In addition thereto, there was issued a citation to show cause as for contempt which was answered by way of adopting the answer of appellee to the supplemental bill. The contempt charge has been dismissed, and the Court need pay no further attention thereto for the reason that no error is assigned on the part of the Court in dismissing the citation.

We quote, for the convenience of the Court, the pertinent parts of the record demonstrating the facts above

stated, first from that pleading whereby the appellee was sought to be made a party to the original suit, and facts alleged charging him with entering into a conspiracy to defraud, and asking appropriate relief because of his said actions (R. 122, 124, 125, 126).

"To the Honorable E. R. Holmes, Judge, etc.:

"And now come the plaintiffs and show to the Court that in the evidence taken on the final trial in the above styled cause it appears that the defendant, Florence T. Holland, and her agent W. P. Holland, have during the pendency of this litigation — and utterly disregarded the rights and privileges of the plaintiffs and the equities in this cause, and the dignity, power and authority of this Honorable Court and in contumacious and contemptuous disregard thereof, have in order to further hinder and delay the creditors of the said W. P. Holland, done the following acts:

• • • • • • •

"4. Plaintiffs allege that Florence T. Holland, the defendant and her said agent, W. P. Holland, conspiring together for the purposes aforesaid, and with the contemptuous disregard etc., aforesaid, together with Messrs. Butler, Lamb, Foster & Pope, their attorneys, and especially William E. Lamb, both said attorneys lastly said having been admitted by this Court as officers of this Court *the* practice before this Honorable Court disregarding the rights of the plaintiffs herein and the power and authority of this Court have transferred, set over and assigned to the said William E. Lamb of the firm of attorneys, aforesaid, a part of the trust fund herein sued for, to-wit: approximately Ninety Thousand Dollars ($90,000.00) of said trust fund. Plaintiffs allege that the said attorneys and all the parties concerned in said transfer actually and constructively knew that the said property and money so transferred was a part of the trust fund herein sued for held by the defendant under the power and direction of this Court to be disposed of only with the equities of all parties in view and by order and consent of this Honorable Court.

"5. Plaintiffs allege that in the scramble to contemptiously and contumaciously get rid of all the property

herein sued for, and upon which the plaintiffs claim lien, all of which was and is in the constructive possession and under the power and authority of this Court, the defendant and her agent, and attorneys have transferred in manner not now known to the plaintiffs, various other monies and property by convenous practices and fraudulent schemes so that now it appears from the statement of the defendant and her agent upon the witness stand that the bulk of the estate herein sued for has been dissipated during the pendency of this litigation and while under the authority of this Court in utter and complete contemptuous and contumacious disregard of this Court of Equity and its power, right and authority."

* * * * * * *

"Therefore, and for the further purpose if the same shall appear necessary of canceling and setting aside the various alleged covenous, fraudulent and nefarious transfers aforesaid, that this Honorable Court, for the purpose of carrying out and effectuating such decrees this Honorable Court may render in the main cause herein, that each all and every of above mentioned parties, and other parties who may appear to be concerned in the said transfers, be made parties to cause, by proper process returnable as required by law, and that upon final hearing hereof your Honor grant to the plaintiffs full and complete general relief herein as to equity may seem meet, but that in the meantime your Honor may issue herein said temporary restraining order as may appear necessary to prevent the further transfer by gift, or otherwise, of the corpus of the estate herein sued for, and that such temporary restraining order be supplemented by writs of injunction to be granted hereinafter, permanently and wholly restrain-i-g and enjoining all persons from further transferring and disposing of the property sued for, and/or involved in this litigation."

Upon the filing of the pleading quoted from above, the Court entered an order whereby the appellee was formally made a party to the suit in the court below (R. 130).

"It is further ordered that a copy hereof be delivered to the Marshal of this Court to be by him personally served

upon each of the above named defendants, and that pursuant thereto that said named parties be made parties to this cause and do herein appear and show cause why that by plaintiffs asked should not be done, and why that the essential to maintain the dignity and authority of this Court be not performed.

"Ordered, adjudged and decreed this April 21st, 1930."

Therefore, it will be observed, upon the filing of the above mentioned pleading and the entry of the above mentioned order, that appellee stood as a party defendant charged with defrauding appellants out of some ninety-odd thousand dollars.

By proper answer to the pleading above mentioned, the appellee filed his answer upon the merits and set up various and sundry affirmative defenses and affirmative theories of defense (R. 147-172).

Such procedure is in strict accord with both the practice and rules of this court. We refer to Rule 34 of the Equity Rules. In the final analysis the proceeding in the court below was, in its nature, the simplest sort of procedure, it appeared, during the trial of the cause, that the appellee had committed acts which the appellant alleged to be fraudulent as to them, and out of which appellants alleged they suffered damages to the extent above stated. Thereupon, a pleading was filed charging such facts, and asking that the appellee be made a party, and an order was entered making him a party, and he answered to the merits. Upon his subsequent motion, the Court finally dismissed the proceeding as against the appellee, discharging him finally, and taxed the appellants with the costs of the proceeding as against the appellee.

We, therefore, arrive at the issue between counsel, it being asserted on the one part, by counsel for appellee, that such a decree is not a final decree, and, therefore, not reviewable here, and on the other part, by counsel for appellants, that such decree is a final decree and is reviewable.

It is said that because the decree preserves the right of the appellants to proceed otherwise as against the appellee, it is not final. We submit that any decree which finally disposes of any given case is a final decree. The identical question has been recently discussed by the Supreme Court and, we submit, finally settled. The Court will recollect

that, under Section 238 of the Judicial Code prior to the amendment of May 13, 1925, a direct appeal lay to the Supreme Court from a district court in any case in which the jurisdiction of the district court was in issue. Such appeal, by a very long line of decisions of the Supreme Court, lay only in cases of final decrees.

In the case of Wilson v. Republic Iron & Steel Company et al., 257 U. S. 92, 66 L. Ed. 144, the identical question was urged upon the Supreme Court, that is that, in as much as the decree did not operate as a bar to a further action, it was not final. We answer the question in the language of the Court:

"Of course, the review can be had only after a final judgment. McLish v. Roff, 141 U. S. 661, 35 L. Ed. 893, 12 Sup. Ct. Rep. 118. But a judgment of dismissal, such as is shown here, is a final judgment. That it leaves the merits undetermined and may not be a bar to another action does not make it interlocutory. It effectually terminates the particular case, prevents the plaintiff from further prosecuting the same, and relieves the defendant from putting in a defense. This gives it the requisite finality for the purposes of a review. Wecker v. National Enameling & Stamping Co., 204 U. S. 176, 181, 182, 51 L. Ed. 430, 434, 435, 27 Sup. Ct. Rep. 184, 9 Ann. Cas. 757; Detroit & M. R. Co. v. Michigan R. Commission, 240 U. S. 564, 570, 60 L. Ed. 802, 807, 36 Sup. Ct. Rep. 424; McAllister v. Chesapeake & O. R. Co. Supra; Colorado Eastern R. Co. v. Union P. R. Co., 36 C. C. A. 263, 94 Fed. 312."

The form of the decree appealed from here is that the process is quashed, the petition dismissed, appellants charged with the costs and the defendant allowed to go without day.

That such a decree is final and appealable has also recently been decided by the Supreme Court in the case of Rosenberg Bros. & Co. v. Curtis Brown Co., 260 U. S. 516, 67 L. Ed. 372. We quote from the opinion of the Court in that case:

"Rosenberg Brothers & Company, Incorporated, a New York corporation, brought this suit in the Supreme Court of that state against Curtis Brown Company, an Oklahoma corporation. The only service of process made was by de-

livery of a summons to defendant's president while he was temporarily in New York. Defendant appeared specially; moved to quash the summons on the ground that the corporation was not found within the state; and, after evidence was taken, but before hearing on the motion, removed the case to the Federal Court for the Western District of New York. There, the motion to quash was granted, upon the ground that the defendant was not amenable to the process of the state court at the time of the service of the summons. A writ of error was sued out under Section 238 of the Judicial Code; and the question of jurisdiction was duly certified. The order entered below, although in form an order to quash the summons, and not a dismissal of the suit, is a final judgment; and the case is properly here. Goldey v. Morning News, 156 U. S. 518, 39 L. ed. 517, 15 Sup. Ct. Rep. 559; Cowley v. Mathieson Alkali Works, 190 U. S. 406, 47 L. Ed. 1113, 23 Sup. Ct. Rep. 728. Compare The Pesaro, 255 U. S. 216, 217, 65 L. Ed. 592, 594, 41 Sup. Ct. Rep. 308."

See also as to what is and what is not a final decree, Empire Trust Company et al. v. Brooks, 232 Fed. 641 (C. C. A. 5).

We stated above that, under Section 238 of the Judicial Code as it stood prior to the amendment of 1925, an appeal lay only from a final decree. This proposition seems first to have been decided by the Supreme Court in 1891, and consistently followed since. See:

McLish v. Roff, 141 U. S. 661, 35 L. Ed. 893.

Chicago, St. Paul, M. & O. R. Co. v. Roberts, 141 U. S. 690. 39 L. Ed. 905.

Bardes v. First National Bank, 175 U. S. 526, 44 L. Ed. 261.

See also cases cited under Note 13, Title 28, Section 345 which is the same as Section 238 of the Judicial Code.

Therefore, when the court entertained jurisdiction in the Republic Iron Company case and the cases there cited, it was of the opinion that a decree which quashed the process, dismissed the suit, and discharged the defendant was a final decree, even though it might not operate as a bar to a further proceeding.

The saving clause in the decree as written added nothing to the rights of the appellants here. The appellants would

have the right of further prosecuting their action against the appellee whether that saving clause were in the decree or not for the very apparent reason that the decree, upon its face, does not undertake to adjudicate the rights of the parties.

In the case of King v. Wooten, 54 Fed. 612 (C. C. A. 5) relied upon by appellee, the Court will observe that, in the first sentence of the opinion of the Court, it was stated that it was admitted by counsel for the appellant that the proceeding there was one solely for contempt. We have heretofore stated, and now reiterate that we are not asking this Court to inquire into the propriety of the action of the Court below in dismissing the citation for contempt, but we are asking this Court to determine whether or not the appellee, having been made a party to the suit in the court below, having been charged with the fraud, and having answered to the merits, was entitled to be dismissed, and whether or not an order dismissing him is a final decree.

Some reliance seems to be placed by counsel upon In re Chiles, 89 U. S. 157, 22 L. Ed. 819, and it is asserted upon the authority of that case that we could not proceed for contempt and for civil relief in the same proceeding. It might well be answered that the proceeding in contempt was founded upon the citation, and it was the citation which the appellee answered. The civil proceeding was based upon the pleading from which we have quoted, and stood at issue upon that pleading, and the defendant's answer to the merits.

In In re Chiles, supra, the only proceeding was one for contempt, and it will be observed that the defendants in that case was punished for the alleged contempt.

It is suggested by the Court that civil relief might also have been had on proper procedure, that is to say, proper notice, process, etc. It might have lain in the mouth of the appellee to assert that the service upon him of the copy of the supplemental bill and of the order making him a party was not in accord with the rules of the Court requiring the issuance and service of the writ of subpœna, but the appellee did not see fit to challenge the mode of process upon him, but exercised the right of answering to the merits and seeking exoneration at the hands of the Court below. This, of course, waived any and all questions as to the kind of process and the mode of its service. See

numerous authorities cited in original brief of appellants.

We, therefore, respectfully submit that the motion to dismiss the appeal should be overruled and remanded to the District Court for hearing upon the merits.

Respectfully submitted.

Green & Green, Maynard, Fitzgerald & Venable, Roberson & Cook, by Sam C. Cook, Attorneys for Appellants.

Certificate

I, Sam C. Cook, one of the attorneys for the appellants in the above styled cause, hereby certify that I have this day mailed, postage prepaid, to Wells, Jones, Wells & Lipscomb, Jackson, Mississippi, a true copy of the foregoing reply brief.

This January 7, 1931.

Sam C. Cook.

Minute entry of argument and submission, January 13, 1931, omitted in printing.

In United States Circuit Court of Appeals for the Fifth Circuit

No. 6004

Sterling B. Cramer et al., Appellants,

vs.

William E. Lamb, Appellee

Appeal from the District Court of the United States for the Northern District of Mississippi

Gerald Fitzgerald, Marcellus Green, Garner W. Green, J. L. Roberson, Sam C. Cook (Maynard, Fitzgerald & Venable on the Brief) for Appellants;

W. Calvin Wells, Arvid B. Tanner (Wells, Jones, Wells & Lipscomb on the Brief) for Appellee.

Before Foster, Circuit Judge, Grubb and Dawkins, District Judges

OPINION OF THE COURT—Filed April 9, 1931

DAWKINS, District Judge:

This cause involved a rule for contempt against William E. Lamb, because of the alleged taking from the jurisdiction of the court of certain funds and for which the ancillary bill was filed in the case of Schmitt, Receiver, vs. Lamb, No. 6072, this day decided. Citation upon the rule was also quashed on the same ground as in that case, that is, because defendant, a resident of the state of Illinois, was present in the jurisdiction of the court as an attorney at law and therefore immune from such process.

Appellants have moved to dismiss the appeal upon the grounds, (1) that this court "is without jurisdiction to review the judgment of the court below because the proceeding * * * was a contempt proceeding and because" it was not maintainable upon the facts alleged; and (2) the decree appealed from was not final.

The petition for the rule alleged that the defendant in suit No. 129 in equity, Mrs. Florence T. Holland, and her husband, W. P. Holland, had conspired with the defendant Lamb and his firm and had "set over and assigned" to him and them $90,000.00 of the trust fund estate involved in that cause, with full knowledge of its purpose to subject the same to the alleged trust and lien of the creditors of W. P. Holland, all in contemptuous disregard of the authority and jurisdiction of the court below. Among other things, the prayer was that the defendant and others therein named be cited to appear before the court "upon a day to be named by the court, there to show cause why they should not be held in contempt of this court." The rule was filed on April 21, 1930, and on the same day the court signed an order to show cause on the following day at 9:00 o'clock A. M., why the defendant therein should not be punished as for contempt. The matter was continued to a later date, and on July 22, 1930, Lamb filed his motion to quash the service. Several grounds, other than his immunity as attorney, were set up, but the court below quashed the service for that reason alone and decreed "that the said

motion of the said William E. Lamb to quash the process and dismiss the petition for the citation of W. E. Lamb for contempt, and for an order to turn over money paid him by the defendant, be and the same is hereby sustained and the rule to show cause is hereby discharged, and the said petition is hereby dismissed, without prejudice to the rights of the plaintiff, the receiver or any interested party, to proceed civilly in the matter as they or any of them may be advised. * * *"

For the reasons stated in cause No. 6072, this day decided, we think the funds were in the constructive possession of the court, to the knowledge of Lamb and his clients, and that plaintiffs were at liberty to proceed either by bill in equity, as was done there, or by rule for contempt, or by both means, to compel their restoration to the custody of the court's officers. We are of the opinion, therefore, that the rule did state a ground for relief and the service under the circumstances was properly made.

The decree below dismissed the rule by quashing the service and hence was undoubtedly final, notwithstanding the reservation of the right "to proceed civilly."

Reversed.

IN UNITED STATES CIRCUIT COURT OF APPEALS

No. 6004

STERLING B. CRAMER et al.,

versus

WILLIAM E. LAMB

JUDGMENT—April 9, 1931

This cause came on to be heard on the transcript of the record from the District Court of the United States for the Northern District of Mississippi, and was argued by counsel;

On consideration whereof, It is now here ordered, adjudged and decreed by this Court, that the decree of the said District Court in this cause be, and the same is hereby, reversed;

It is further ordered, adjudged and decreed that the appellee, William E. Lamb, be condemned to pay the costs of this cause in this Court, for which execution may be issued out of the said District Court.

IN UNITED STATES CIRCUIT COURT OF APPEALS

[Title omitted]

MOTION AND ORDER EXTENDING TIME TO FILE PETITION FOR REHEARING—April 24, 1931

On motion of W. Calvin Wells and Arvid B. Tanner, counsel of record herein, who herein appear as attorneys for and on behalf of the defendant and appellee, William E. Lamb, and on suggesting to the Court that Messrs. Emile Godchaux and R. C. Milling have been associated and employed as additional counsel for the defendant and appellee in this case; and upon further suggesting to the Court that their association has taken place since the handing down of the opinion and decree in this cause on the 9th day of April, 1931; and on further suggesting to the Court that it is the desire and intention of the defendant and appellee, William E. Lamb, to cause to be filed an application for a rehearing in this cause; and upon further suggesting to the Court that the said Emile Godchaux and R. C. Milling will be unable, within the time allowed under the rules of this Court for the preparation and filing of such application for rehearing, to sufficiently familiarize themselves with the record and the issues in this cause to enable them to intelligently assist in the preparation of said application and a brief in support thereof; and upon further suggesting to the Court that W. Calvin Wells, resides in Jackson, Mississippi, Arvid B. Tanner resides in Chicago, Illinois, Emile Godchaux and R. C. Milling reside in the City of New Orleans, Louisiana, and that the defendant, William E. Lamb, resides in the City of Evanston, Illinois, and it is therefore difficult for counsel to conveniently confer concerning the matters and things involved in the preparation of such application for rehearing and said brief; and upon further suggesting to the Court that for the reasons above set forth it is the desire that further time for the

filing of an application for a rehearing herein be allowed and that such time should be extended to the — day of ——, 1931; and it being further suggested to the Court that this request is made prior to the expiration of the time for the filing of an application for a rehearing herein;

Now, therefore, it is ordered that the time within which William E. Lamb may file his application for a rehearing in this cause be and the same is hereby extended to the 1st day of June, 1931.

New Orleans, La., this 24 day of April, 1931.

(Signed) Rufus E. Foster, Judge. (Signed) W. Calvin Wells, Arvid B. Tanner, Emile Godchaux, R. C. Milling.

IN UNITED STATES CIRCUIT COURT OF APPEALS,
FIFTH CIRCUIT

[Title omitted]

PETITION FOR REHEARING—Filed June 1, 1931

Comes now appellee, William E. Lamb, by his attorneys, and respectfully petitions this Honorable Court to grant a rehearing in this cause. As grounds for his petition, appellee respectfully shows that this Court committed the following errors in reversing the decree of the District Court herein.

I

This Court erred in disposing of this appeal upon an issue not decided by the District Court or presented to this Court, in that

(a) This Court treated the appeal as taken from an order on a motion to quash the service of process whereas no such motion was filed, the motion filed being to quash the process, or rule, itself and dismiss the petition.

(b) This Court held that the District Court quashed the service of process whereas the District Court did not enter any such order, but quashed the process itself, or discharged the rule and dismissed the petition.

(c) This Court held that the District Court's action was based solely on the appellee's claim of immunity from serv-

ice, whereas that claim was not and could not have been the ground for the District Court's action because

(1) A motion to quash service was not made.

(2) No evidence was introduced or tendered to prove facts establishing any immunity from service.

(3) If the District Court had merely quashed the service of the rule for contempt, the result entailed would not have been the discharge of the rule or the dismissal of the petition—both would have been retained.

II

This Court erred in reversing the decree of the District Court when the assignment of error by appellants did not assign any error to the order actually entered by the District Court.

(a) The District Court quashed and discharged the rule to show cause for contempt, and dismissed the petition (R. 175-176); appellants did not assign error to any of these actions (R. 179-180).

(b) Appellants assigned as error that "the Court erred in sustaining the motion to quash the service of process" (R. 180); appellee's motion did not ask that the service of process be quashed (R. 173-175) and the District Court's order did not quash the service of process (R. 175-176).

III

This Court erred in holding that appellants are at liberty to proceed below by rule for contempt

(a) Because no error was assigned to the action of the District Court in terminating the contempt proceeding by quashing and discharging the rule and dismissing the petition (R. 179-180); and, further,

(b) Because the appellants, in briefs filed in this Court, affirmatively acquiesced in and conceded the correctness of the order of the District Court dismissing the contempt proceeding and expressly abandoned its further prosecution (reply brief of appellants to brief of appellee on motion to dismiss appeal, pp. 2 and 9; statements of facts and brief for the appellants, p. 11).

IV

This Court erred in reversing the District Court because the action of the District Court in quashing the process, discharging the rule and dismissing the petition for contempt, was correct.

(a) Considered as a civil contempt, there was no jurisdiction in the District Court to proceed because that court had not entered any order or command of any kind relating to property in the possession or control of Mrs. Holland, and consequently there was no order or command of the District Court violated by appellee and no basis for civil contempt.

(b) Considered as a criminal contempt, the order of the District Court discharging appellee from a charge of criminal contempt was final and not appealable.

Wherefore, the premises considered, appellee prays that this application for rehearing may in due course be considered and a rehearing granted.

Respectfully submitted.

Emile Godchaux, New Orleans, Louisiana; Roberts C. Milling, New Orleans, Louisiana; W. Calvin Wells, Jackson, Mississippi; Arvid B. Tanner, Chicago, Illinois, Attorneys for Appellee. Milling, Godchaux, Saal & Milling, New Orleans, Louisiana; Wells, Jones, Wells & Lipscomb, Jackson, Mississippi, of Counsel.

IN UNITED STATES CIRCUIT COURT OF APPEALS

[Title omitted]

ORDER DENYING REHEARING—July 6, 1931

It is ordered by the Court that the petition for rehearing filed in this cause be, and the same is hereby, denied.

Clerk's certificate to foregoing transcript omitted in printing.

SUPREME COURT OF THE UNITED STATES

ORDER ALLOWING CERTIORARI—Filed November 2, 1931

The petition herein for a writ of certiorari to the United States Circuit Court of Appeals for the Fifth Circuit is granted. And it is further ordered that the duly certified copy of the transcript of the proceedings below which accompanied the petition shall be treated as though filed in response to such writ.

Endorsed on cover: File No. 36,246. U. S. Circuit Court of Appeals, Fifth Circuit. Term No. 432. William E. Lamb, petitioner, vs. Sterling B. Cramer et al. Petition for writ of certiorari and exhibit thereto. Filed October 3, 1931. File No. 36,246.